



CITY OF FAIRHOPE

CITY COUNCIL PACKET

DISCLAIMER

PLEASE TAKE NOTICE:

**THE INFORMATION IN THIS PACKET IS IN
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**


THURSDAY, 15 FEBRUARY 2018 – 4:30 P.M. – COUNCIL CHAMBER

1. Fairhope Docks-Slip and Marina Basin Dredging – Richard Johnson and Drew Craze
2. Discussion for Transmission Upgrades - Wastewater Department – Richard Peterson
3. Infrastructure Discussion
4. Committee Updates
5. Department Head Updates and Grant Updates

Next Regular Meeting Monday, February 26, 2017 at 4:30 p.m. and Same Place



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Jack Burrell, ACOMO, Council President

Thru: Lisa A. Hanks, MMC, City Clerk

CC: Honorable Karin Wilson, Mayor; Marina Manager; City Staff; File

Date: January 29, 2017

Subject: Fairhope Docks – Slip and Marina Basin Dredging – Approval to issue a RFQ for Professional Services

Council President Burrell:

Drew Craze, Fairhope Docks Marina Manager is requesting that we start the process of dredging the slips and basin areas at Fairhope Docks. This project will take some time to come to fruition. The necessary Dredge Permit(s) could take 12-14 months to be approved. We are requesting authorization to issue a Request for Qualifications (RFQ) for Professional Services to provide the following:

Task #1:

Prepare permit applications and coordinate with regulatory agencies, including the U.S. Army Corps of Engineers (USACE), the Alabama Department of Environmental Management (ADEM) and ADCNR, State Lands Division, Coastal Section to obtain the necessary permits and approvals for the dredging operation.

Task #2:

Prepare the design and specifications for the dredging and disposal operations. The initial design drawings will be prepared in AutoCAD for use in the permit application package. This will allow the direct production of the construction drawing package once we have indications from the agencies that the permits will be approved.

Task #3:

Support the City of Fairhope in the bidding process and project letting with potential dredging companies by qualifying, addressing proper insurance requirements, and evaluating the dredging practices of contractors bidding on the dredging.

Task 4:

Oversee dredge operations to ensure that dredging and disposal activities are performed in accordance with the dredge plan. This will include, but not be limited to: Construction Engineering and Inspection, Review and Approval of Pay Request, As Built Drawings (including Hydrographic Survey - post dredging) and all related project closeout and permit requirements.

The resolution should read:

Authorize Staff to prepare and issue a Request for Qualifications (RFQ) for Professional Services for dredge permitting, design, survey, letting, and project management for the slips and marina basin(s) of Fairhope Docks.

The procurement team and I should have draft RFQ language for inclusion with the agenda item prior to any Council action. If possible, we would like this to be considered at the February 15, 2018 Council Meeting.

If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

THURSDAY, 15 FEBRUARY 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 22 January 2018 Regular City Council Meeting, minutes of 22 January 2018 Work Session, and minutes of 22 January 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – An Ordinance Directing the Transfer of an Acre of Land to Fairhope Single Tax Corporation and Declaring said property to be Surplus and not needed for Public or Municipal Purposes; Property is for the Tatumville Subdivision. (Introduced at the January 22, 2018 City Council Meeting)
6. Ordinance – An Ordinance amending Ordinance No. 1510 and Ordinance No. 1573 known as the Personnel Rules, Policies and Procedures Ordinance; Section 11.01 Selection of Members for Personnel Board.
7. Resolution – That the Budget for the FY 2017-2018 is hereby amended by approving a two (2) percent increase for employees pay by putting the two (2) percent entire pay budget in a pool to be disbursed as follows:

[1] Full-time salaried employees will receive a one (1) percent pay increase; and one (1) percent will go into a pool for merit increases that cannot exceed six (6) percent per individual. These increases will not be applicable to those receiving promotional or merit raises already approved in the budget; and cannot exceed the pay range for any job positions.

[2] Full-time hourly employees will receive a one and a half (1-1/2) percent pay increase; and a half (1/2) percent will go into a pool for merit increases that cannot exceed six (6) percent per individual. These increases will not be applicable to those receiving promotional or merit raises already approved in the budget; and cannot exceed the pay range for any job positions.
8. Resolution – That the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and the City of Fairhope.
9. Resolution – That Resolution No. 2765-18 is hereby rescinded relating to the procurement of Electrical Repairs at the Marina after Hurricane Nate by the request of the Electric Department due to the system will need more extensive upgrades to meet the current code.
10. Resolution – To Award Bid for Repairs to Quail Creek Clubhouse for the Golf Department to Platt Builders, Inc. with a total cost not to exceed \$303,175.00 for Option 2 (Bid No. 003-18).

11. Resolution – To Award Bid for Reinforced Concrete Pipe, Class III for the Gas Department to Alabama Pipe & Supply Company, Inc. with the total proposal based on linear foot for various sizes and purchased on an as needed basis.
12. Resolution – That the City of Fairhope has voted to Procure Services to paint the exterior of the James P. Nix Center with a total cost of \$12,820.48.
13. Resolution – To Procure a New Freightliner 114 SD Chassis with New Way Sidewinder XTR 22-yard Automated Side Loader through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Bid No. 08716); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$235,000.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.
14. Resolution – To Procure a New Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 070313-PII); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$163,000.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.
15. Resolution – To Procure a New Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis through a Three-Year Lease-to-Own for the Street Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 022014-FSC); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$106,332.75.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.
16. Resolution – That the City of Fairhope has voted to purchase Two Water Well Tanks, Pumps, Fittings, and Housing: one for Fluoride and one for Zinc Orthophosphate for the Water Department with a total cost of \$9,300.00.
17. Resolution – That the City of Fairhope has voted to procure a Van Mounted IBAK CCTV pipe inspection equipment with Pipe Logix GIS Software System for the Sewer Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Contract (No. 022014); and therefore, does not have to be let out for bid. The total cost is \$195,781.65.
18. Resolution – That the City of Fairhope has voted to procure Three John Deere 7700A PrecisionCut Fairway Mowers for the Recreation Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Contract [No. 062117-DAC (PG NB)]; and therefore, does not have to be let out for bid. The total cost is \$164,536.89.
19. Resolution – That the City of Fairhope has voted to purchase an Asphalt Recycler and hot Box Trailer for the Street Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Contract (No. 052417-FRM); and therefore, does not have to be let out for bid. The total cost is \$61,271.00.

20. Resolution – That the City of Fairhope approves the procurement of a Firewall Security System for City Departments, and primarily for the Police Department; and is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(a)(15). The total cost is \$15,484.00.
21. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Stewart Engineering, Inc. to provide Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17 with a cost not to exceed amount of \$636,812.50.
22. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2017.
23. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017.
24. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$269,443.00 based on FY2017.
25. Resolution – That Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-Mix Concrete (for unit prices quoted) for the City, for an estimated amount of Forty-Six Thousand Dollars (\$46,000.00) per year for Bid No. 017-16, for an additional one year as per the terms and conditions of the original contract.
26. Resolution – That Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with Riverbend Enterprises, d/b/a East Bay Engraving, for the contract unit prices quoted, for an estimated amount of Forty-Five Thousand Dollars (\$45,000.00) per year for Bid No. 008-16, Employee Uniform, for an additional one year as per the terms and conditions of the original contract.
27. Resolution – That the City of Fairhope authorizes submission of a pre-application to the National Fish and Wildlife Foundation (NFWF) requesting an FY 2018 Gulf Coast Conservation Grant Program (GCCGP) grant with a cost estimate of \$250,000.00 (no matching funds are required); and authorizes the Mayor to sign the required grant application on behalf of the City.
28. Resolution – Approval of new membership fees for the Recreation Center and Fairhope Municipal Pool.

29. Resolution – That the Fairhope City Council hereby authorizes Jack Burrell (on behalf of the City Council) to negotiate the purchase price for the K-1 property and building with the Baldwin County Board of Education.
30. Appointment – Personnel Board
31. Application for a Beer/Wine Off-Premises Alcoholic Beverage License for Walgreen Company, Rite Aid Store 07104, located at 101 South Greeno Road, Fairhope, Alabama.
32. Public Participation – (3 minutes maximum)
33. Executive Session – Discuss Pending Litigation and possible settlement options regarding said pending litigation.
34. Adjourn

**City Council Work Session - 4:30 p.m.
on Thursday, February 15, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Thursday, February 15, 2018 – Council Chamber**

Next Regular Meeting – Monday, February 26, 2018 - 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, 22 January 2018.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Deacon George Yeend of St. Lawrence Catholic 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 18: a resolution that the City Council hereby approves to allow parking of RVs behind the Library with the following street and lot closures: close the parking lot behind the Public library, plus the south side of Magnolia St adjacent to this lot, west side of School Street adjacent to this lot to permitted RV parking only from 5:00 p.m. Friday February 2nd until 2:00 p.m. Sunday February 4th (Knights of Ecor Rouge Parade) and from 2:00 p.m. Friday February 9th until 10:00 a.m. Tuesday February 13th (Maid of Jubilee on Friday night and Order of Mystic Magnolia on Monday night); and permitting fees and regulations; and a resolution that the City Council approves and authorizes Mayor Karin Wilson to negotiate and execute a contract between the City and the local VFW for the use of one idle 20-foot trailer to be used as parade transportation for Fairhope’s veterans in the KOER parade on February 3, 2018.

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

Councilmember Boone moved to approve minutes of the minutes of 8 January 2018, regular meeting; minutes of the minutes of 8 January 2018, work session; and minutes of the minutes of 8 January 2018, agenda meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Everbridge Notification Services now available to all citizens.
- 2) Tatumville Subdivision: Fairhope Single Tax Corporation needs to consider City Staff for this project, the land was donated to the City in 1931, and mentioned a letter from 2001 from FSTC that land was unbuildable.

22 January 2018

- 3) Introduced the new Golf Director Jeff Marks to the City Council and the audience.
- 4) Appointment of Ron Hayes to Personnel Board on agenda tonight and briefly went over his qualifications.
- 5) Appointment of Blake Waller to Airport Authority on agenda tonight and briefly went over his qualifications.

Mayor Wilson recognized Zachary Miller and Sage Long for achieving Eagle Scout designation; and presented both with a Proclamation from the City.

Dr. Barry Booth addressed the City Council and Mayor and thanked them for all their support with veteran initiatives; such as Honor Flight, and the Directional Sign Project to Cemetery in Bay Minette known as "Arlington South." Dr. Booth recognized Councilmember Robert Brown who is an U. S. Army veteran who served in Iraq with the First Armored Division. Dr. Booth explained the "Purple Heart Project" and individuals who are entitled to same. His mission is for City of Fairhope to be a Purple Heart City; and to give honor to recipients and the City. The following veterans are recipients of the Purple Heart: Ed Evans, U. S. Army: Korea; Daman Donald, U. S. Army: Viet Nam; Talmadge Cain, U. S. Army: Viet Nam; Raymond Dixon, U. S. Army: Viet Nam; Al Meek, U. S. Navy attached to the Marine Corps; Bill Berglin, U. S. Army: Viet Nam; Raymond Donald, U. S. Army: Viet Nam; and Joe Birindelli, U. S. Army: Viet Nam.

Mayor Wilson presented a Proclamation proclaiming the City of Fairhope as a "Purple Heart City."

Dr. Booth mentioned the Community recently lost Major Mauk Arnold who was a three-year war veteran: World War II, Korea, and Viet Nam. Major Arnold served in the United States Marine Corps.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Vince Booth, 6541 Beaver Creek Drive, addressed the City Council on Agenda Item Number 13: Appointment to the Airport Authority. Mr. Booth said he had a conversation with Councilmember Conyers regarding the appointment. Mr. Booth said that the nominee's mother works in the Mayor's bookstore. Mr. Booth also stated he was the only native of Fairhope who serves on the Airport Authority, owns two flight schools, owns Fixed Based Operators, and the only contractor. Mr. Booth mentioned he stated that Mayor Wilson cost the Airport Authority \$200,000.00 due to waiting on the bond renewal; and Pam Caudill asked the Mayor not to interrupt her at the meetings. He said we are being terminated for personal reasons; and said Ms. Caudill is the hardest working member on the Airport Authority.

Mayor Wilson replied that this is Stephanie Crowe's son and she works part-time at her store. She mentioned appointing a woman previously and was turned down.

22 January 2018

- 2) Lee Turner, President of the Fairhope Single Tax Corporation, addressed the City Council regarding Agenda Item Number 5: an Ordinance directing the Transfer of an Acre of Land to Fairhope Single Tax Corporation and declaring said property surplus and not needed for Public or Municipal Purposes; property is for the Tatumville Subdivision. He said in 1996 this land was to be a subdivision and Trey Jinright designed. Mr. Turner said this gulley property was traded for the Organic School property. The retention pond will be where a property owner has already dug or formed already; and this will be a great model for others. Mr. Turner said we can purchase the acre and put retention pond there; lose two lots and put retention pond in subdivision; or leases can go out for auction. He said we are repairing a scar and correcting a retention pond.
- 3) Erik Cortinas, on behalf of the Fairhope Pirate Booster Club, addressed the City Council regarding Agenda Item Number 11: application for a Non-Profit Tax-Exempt License for the 23rd Annual Drawdown and Silent Auction on February 17, 2018. He reminded everyone of the event.
- 4) Joe McEnerney, Chair of the Fairhope Airport Authority, addressed the City Council on Agenda Item Number 13: Appointment to the Airport Authority. He spoke on behalf of Pam Caudill and reiterated that she is the hardest working member of the Airport Authority. He also mentioned the Airport Authority unanimously recommended Ms. Caudill to be reappointed.
- 5) Paul Ripp, 22985 High Ridge Road, addressed the City Council and spoke highly of Dr. Booth and what he has done for veterans and the Community. Mr. Ripp also addressed Agenda Item Number 13: Appointment to the Airport Authority and told the City Council that this was the Mayor's appointment. Mr. Ripp stated that Agenda Item Number 5: an Ordinance directing the Transfer of an Acre of Land to Fairhope Single Tax Corporation and declaring said property surplus and not needed for Public or Municipal Purposes; property is for the Tatumville Subdivision would have flooding issues. He said you are putting the horse before the cart. Mr. Ripp mentioned Lee Turner being on the Planning Commission and is President of Fairhope Single Tax Corporation.
- 6) Harry Bush, 362 Shepard Court, addressed the City Council regarding Agenda Item Number 5: an Ordinance directing the Transfer of an Acre of Land to Fairhope Single Tax Corporation and declaring said property surplus and not needed for Public or Municipal Purposes; property is for the Tatumville Subdivision. Mr. Bush said the City cut those two ditches and he only maintains them.
- 7) Mike Schlotterbeck, 200 Fig Avenue, addressed the City Council regarding Agenda Item Number 5: an Ordinance directing the Transfer of an Acre of Land to Fairhope Single Tax Corporation and declaring said property surplus and not needed for Public or Municipal Purposes; property is for the Tatumville Subdivision. Mr. Schlotterbeck said he was opposed to the ordinance; and water runs over retention area and can still cause damage. He is against anything being done to the Tatumville Gully which is a natural watershed.

Councilmember Robinson commented it is inspiring to see those gentlemen. He said we should give gratitude to all our service men and women.

22 January 2018

Councilmember Conyers said that Dr. Booth is self-less and has priority for our veterans.

Councilmember Brown thanked the Utilities and Public Works for their hard work during the cold weather.

Councilmember Boone reiterated Councilmember Brown's comments; and mentioned he would be abstaining from voting on Agenda Item Number 5.

Councilmember Robinson introduced in writing an ordinance to Direct the Transfer of an Acre of Land to Fairhope Single Tax Corporation and Declaring said property to be Surplus and not needed for Public or Municipal Purposes; Property is for the Tatumville Subdivision. Trey Jinright, engineer and owner of Jade Consulting, addressed the City Council and explained the design for the retention pond and the use of Low Impact Developments. He said the retention pond is off of the gulley about 300 feet up; and will include water features similar to "Alligator Alley" in Daphne. He said this will be a positive feature to the gulley and a natural stormwater feature used; and a park for the future. Lee Turner commented that Larry Smith, engineer working for the City, double-checked Mr. Jinright's numbers. Mr. Turner said that Fairhope Single Tax Corporation money goes back to the Community.

Councilmember Robinson said the ordinance is transferring the property back to the Fairhope Single Tax Corporation. He gave an example for everyone to possibly understand better: the gulley right now takes on 100 gallons of water and the subdivision pours 40 gallons for a total of 140 gallons in the gulley. The retention pond will hold 60 gallons before going into the gulley.

Mr. Turner explained the way this transfer would proceed: the Directors will have to vote once approved by Council; and then possibly the members will have to vote. He said the past president Mike Arnold wrote a letter in 1993 stating this land was buildable. He stated right now we need City approval, Planning Commission approval, and then the Directors vote.

Councilmember Conyers stated that both Trey Jinright and Larry Smith are engineers and both say it is a good idea. He said the project has merit and is a good idea.

Mayor Wilson commented we need to know what members want and this is a watershed.

Council President Burrell said that Councilmember Boone has abstained, so we do not have unanimous consent for immediate consideration. He said this ordinance will layover until the February 15, 2018 City Council meeting.

22 January 2018

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope authorizes submission of a pre-application to ADECA requesting an FY 2018 Recreational Trails Program (“RTP”) grant and authorizes Mayor Karin Wilson to sign the required grant application on behalf of the City to construct a recreational trail located throughout North Beach Park. Total projected costs estimate is \$499,962.65 (80/20 match; City’s estimate \$99,992.53). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2968-18

**AUTHORIZING THE SUBMISSION OF AN FY2018
RECREATIONAL TRAILS PROGRAM GRANT APPLICATION TO THE
ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**

WHEREAS, the Alabama Department of Economic and Community Affairs (ADECA) is accepting grant applications for the FY2018 Recreational Trails Program (RTP) grants; and

WHEREAS, the City of Fairhope has identified a need to construct a recreational trail located throughout North Beach Park; and

WHEREAS, the total project cost estimate is \$499,962.65 and the City is requesting \$399,970.12 in FY2018 RTP funds and, if the grant is funded, the City will provide \$99,992.53 (20%) in local matching funds through a cash contribution;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a pre-application to ADECA requesting an FY2018 RTP grant and authorizes the Mayor to sign the required grant application on behalf of the City.

DONE, under the Seal of the City of Fairhope this 22nd day of January, 2018.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

22 January 2018

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that Resolution No. 2831-17 is hereby amended and now approves Volkert, 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2969-18

WHEREAS, on the 14th day of August, 2017, the City of Fairhope adopted Resolution No. 2830-17; a resolution to approve 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; and

WHEREAS, due to a typographical (cut-in-paste) error, Neel-Schaffer, Inc. was selected instead of Volkert, Inc. via Resolution No. 2830-17.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 2831-17 is hereby amended and now approves Volkert, 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 22ND DAY OF JANUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

22 January 2018

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to Reject all Bids for Repairs to Quail Creek Clubhouse for the Public Works Department (Bid No. 003-18); and authorize to negotiate a contract with the one bidder. Seconded by Councilmember Brown, motion passed unanimously by voice vote. The City Council decided to leave to negotiation and it is a value to wait for two weeks.

RESOLUTION NO. 2970-18

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 Repairs to Quail Creek Clubhouse for the Public Works Department (Bid Number 003-18) 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
Repairs to Quail Creek Clubhouse
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Bid No. 003-18 for Repairs to Quail Creek Clubhouse for the Public Works Department; and authorize to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 22nd day of January, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

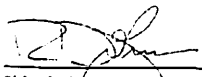
22 January 2018


CITY OF FAIRHOPE
 BID TAB AND RECOMMENDATION
 BID NO: 003-18
 BID NAME: Repairs to Quail Creek Clubhouse
 BID OPENED: January 9, 2018 at 9:00 A.M.
 Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	BID BOND	Number of Days for Completion	BASE BID AMOUNT	Pressure Treated grooved pine deck BID ALT #1 AMOUNT	Fluid Membrans BID ALT #2 AMOUNT	Replace windows BID ALT #3 AMOUNT
Plat Builders, Inc.	Y	Y	180 Calendar Days	\$316,000.00	\$307,000.00	\$309,000.00	\$359,000.00
Stuart Contracting	No Response						
MD Thomas Construction	No Response						
Bill Patterson Construction	No Response						
UBC LLC	No Response						
Charles Weems	No Response						
Mike Kerr Construction	No Response						

RECOMMENDATION: REJECT ALL BIDS

To my knowledge this is an accurate bid tabulation.

 1/9/18
 Richard Johnson, PE
 Public Works Director

 1/9/18
 Dolores A. Brandt
 Purchasing Clerk

 1/9/18
 Lawrence A. Wilson, PE
 EDT, Inc.



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 the second and final extension of the Contract with DCP Enterprises, LP for Supply of Hydrated Lime and Gas Chlorine Chemicals for the Water & Sewer Department (Bid Number 003-16) for an additional one year as per the terms and conditions of the original contract. The cost of the products will be \$10.50 per 50 lb. bag for Hydrated Lime and \$97.50 per 150 lb. cylinder for Gas Chlorine. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

22 January 2018

RESOLUTION NO. 2971-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the second and final extension of the Contract with DCP Enterprises, LP for Supply of Hydrated Lime and Gas Chlorine Chemicals for the Water & Sewer Department (Bid Number 003-16) for an additional one year as per the terms and conditions of the original contract. The cost of the products will be \$10.50 per 50 lb. bag for Hydrated Lime and \$97.50 per 150 lb. cylinder for Gas Chlorine.

Adopted on this 22nd day of January, 2018

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 for the approval of the 2017 - 2018 Budget without the 2% employee pay raise. The motion was seconded by Councilmember Conyers. Councilmember Brown and Council President Burrell mentioned the main changes for the budget were discussed in the Work Session. Council President Burrell thanked Councilmember Brown for his help; and also thanked Mayor Wilson and City Staff. He mentioned the Utility Rates and increasing across the board by 1-1/2 percent, but must be adopted via ordinances. After further discussion, motion passed unanimously by voice vote.

*

*

22 January 2018

RESOLUTION NO. 2972-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the proposed Budget presented and reviewed the 22nd day of January 2018, be hereby approved and adopted for the FY 2017-2018; and

BE IT FURTHER RESOLVED that the Annual Salaries of City Personnel shall be as shown on a list entitled Annual Salaries of All City Personnel and said list filed in the Office of the City Treasurer; and

BE IT FURTHER RESOLVED that Mayor Karin Wilson is hereby authorized to fill all positions that have been approved and budgeted as needed; and

BE IT FURTHER RESOLVED that the following procedure is hereby established for expenditures:

City invoices will continue being paid on a weekly basis, in order to take advantage of any available discounts, and to more nearly match the outflow of cash to the receipt of revenue from the three utility billing cycles. A monthly report will be given to the Councilmembers at the beginning of each month reporting all invoices paid during the prior month.

The City of Fairhope Administration has the authority to spend on any operational budgeted item up to \$10,000.00 in the aggregate, or the budgeted amount, whichever is less. The City of Fairhope Administration has the authority to spend on any operational non-budgeted item up to \$5,000.00 in the aggregate. Any purchase order over \$7,500.00 requires the signatures, on a green sheet, of the Mayor, City Treasurer, and Finance Director. In the aggregate means that a purchase, contract, etc. cannot be broken into several purchases to circumvent the law.

Any budgeted capital item may be bid with the approval of the Mayor, City Treasurer, and Finance Director. After the bids are received, the Purchasing Manager shall forward to the City Council a report and recommendation concerning the award of each bid. The City Council will review the report and adopt a resolution rendering a decision.

22 January 2018

BE IT FURTHER RESOLVED that all Professional Services contracts over \$2,500.00 must be approved by the City Council; and should City Council disapprove of the Professional Service chosen, they may select another from the list. This policy supplements Resolution No. 2043-13 which adopted the most recent Administrative Policy and Procedure: Quality Based Selection for Professional Services Contracts.

The following resolution is hereby repealed: Resolution No. 2727-17 adopted by the governing body on April 24, 2017.

ADOPTED THIS 22ND DAY OF JANUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Erik Cortinas, for The Fairhope Pirate Booster Club, Inc., for the 23rd Annual Drawdown and Silent Auction located at 161 North Section Street, Fairhope, Alabama on February 17, 2018. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Laura Potier, for St. Michael Catholic High School, for Cardinals in the Courtyard 2018 located at 11732 Higbee Road, Fairhope, Alabama on March 10, 2018. Councilmember Brown moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Brown moved to appoint Blake Waller to the Fairhope Airport Authority replacing Pam Caudill whose term ended March 2017. Therefore, Waller's term shall end in March 2023. The motion was seconded by Councilmember Conyers; and commented the Mayor nominates and the City Council approves.

22 January 2018

He said that a proposal was offered for the Mayor to nominate a new member and to nominate one of the two members whose term expired. Councilmember Conyers said the fairest is to meet in the middle with the appointments. Mayor Wilson responded she is the ultimate sacrifice.

Councilmember Robinson stated this is the third time voting on replacing Pam Caudill; and has voted both for and against. He said that Fairhope was founded by volunteers and thrives on volunteers. These appointments are having political ramifications and citizens will not volunteer. He said Mayor Wilson should appoint members if they resign, retire or there is a vacancy. Councilmember Robinson stated these volunteers should be allowed to remain if desired.

Council President Burrell spoke as liaison for the Airport Authority and said Ms. Caudill is still wanting to serve. He said she is the hardest working Airport Authority member; and the recommendation from the Airport Authority was to recommend Booth and Caudill; and we stand by Ms. Caudill. Councilmember Brown commented he would vote for the Mayor's nominee. Councilmember Robinson said maybe these nominees can help with the "Advisory Committee" for the Airport Authority. After further discussion, motion failed by the following voice votes: AYE – Conyers and Brown. NAY – Burrell, Robinson, and Boone.

Councilmember Boone requested that the appointment for the Personnel Board be tabled, so the Board can speak to him. Diane Thomas, Chair of the Personnel Board, explained the process of new members to make sure this is a diverse and independent Board. Ms. Thomas stated that Mayor Wilson said she would like to recommend someone; and I explained the Board's process. Mayor Wilson said she did not recall that conversation. After further discussion, Councilmember Boone moved to table the appointment of Ron Hayes to the Personnel Board until the next meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson moved to appoint Ben Frater to the Fairhope Environmental Advisory Board for a four-year term which will expire January 2022. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to appoint James "Jim" Huggins to the Historic Preservation Committee for a three-year term which will expire January 2021. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers moved to appoint Marina Manager Drew Craze as City Liaison to the Harbor Board. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

22 January 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves to allow parking of RVs behind the Library with the following street and lot closures: close the parking lot behind the Public library, plus the south side of Magnolia St adjacent to this lot, west side of School Street adjacent to this lot to permitted RV parking only from 5:00 p.m. Friday February 2nd until 2:00 p.m. Sunday February 4th (Knights of Ecor Rouge Parade) and from 2:00 p.m. Friday February 9th until 10:00 a.m. Tuesday February 13th (Maid of Jubilee on Friday night and Order of Mystic Magnolia on Monday night); and permitting fees and regulations. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2973-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves to allow parking of RVs behind the Library with the following street and lot closures, applicable dates and times, permitting fees, and regulations:

Close the parking lot behind the Public library, plus the south side of Magnolia St adjacent to this lot, west side of School Street adjacent to this lot to permitted RV parking only from 5:00 p.m. Friday February 2nd until 2:00 p.m. Sunday February 4th (Knights of Ecor Rouge Parade) and from 2:00 p.m. Friday February 9th until 10:00 a.m. Tuesday February 13th (Maid of Jubilee on Friday night and Order of Mystic Magnolia on Monday night).

The permit fee will be a non-refundable \$50.00 for the first dates and \$100.00 for the second dates. No refunds for late arrivals or early departures.

Parking is limited in this lot to the first nine persons to pay at City hall.

Choice of spot given by order in which space is reserved.

There will be three parking spaces available on south side of Magnolia street adjacent to this parking lot on the north side to the first three persons to pay at City hall.

There will be two parking spaces available on the west side of School St adjacent to the Northeast corner of the parking lot to the first two persons to pay at City hall.

22 January 2018

Power will be supplied limited to the existing outlets and power cords are not supplied.

Water and Sewer are not provided.

Trash is the responsibility of the permit holder.

No fires are permitted.

All city laws, ordinances remain in effect, i.e. noise ordinance.

Permit holder responsible for any damages to property.

Permit Holder(s) will indemnify and hold harmless the City of Fairhope.

ADOPTED ON THIS 22ND DAY OF JANUARY, 2018

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 Council approves and authorizes Mayor Karin Wilson to negotiate and execute a contract between the City and the local VFW for the use of one idle 20-foot trailer to be used as parade transportation for Fairhope's veterans in the KOER parade on February 3, 2018. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

*

*

22 January 2018

RESOLUTION NO. 2974-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves and authorizes Mayor Karin Wilson to negotiate and execute a contract between the City and the local VFW for the use of one idle 20ft trailer to be used as parade transportation for Fairhope's veterans in the KOER parade on February 3, 2018.

ADOPTED ON THIS 22ND DAY OF JANUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

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

- 1) Billy Wise, 104 Par Circle, addressed the City Council and mentioned in 2012 that Montgomery voted for an Entertainment District. He presented a time-line of events: April 2017 a night brawl happened, May 2017 time was changed for 9:00 a.m. to midnight, and December 2017 the suspended the District indefinitely because it became a nuisance.
- 2) Jerry Johnson, Councilman from Orange Beach, addressed the City Council and introduced himself. Mr. Johnson announced that he was running for Baldwin County Commissioner.
- 3) Bobby Hall, Colonial Drive and Quail Creek Golf Director, addressed the City Council regarding Quail Creek Golf Course. He said the cart paths are in bad shape and a Golf Superintendent needs to be hired for the greens and must be certified. Mr. Hall said he was glad the repairs for the clubhouse are being done. He said that the Golf Course needs to be out from under the Recreation Department.

22 January 2018

Finance Director Jill Cabaniss addressed the City Council for clarification for the two percent pay raise. She stated the budget has a two percent lump sum for merit increases. Mayor Wilson commented these will be given on anniversary dates. The City Council discussed the two percent pay increase and possibly being retroactive. City Clerk Lisa Hanks stated that State Law does not allow retroactive pay. Councilmember Robinson brought up the Assistant Electric Superintendent and asked if this position was still in the budget. Council President Burrell replied it was not, but any position can be brought to the Council as any time.

Councilmember Brown moved to amend the Budget Resolution to remove the two percent pay raise paragraph with the sections as written. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Robinson moved to approve the resolution as amended. The motion was seconded by Councilmember Conyers; and stated this will come back in a couple weeks to decide if the two percent will be across the board or merit bases. Council President Burrell stated we may agree to put this paragraph back in or do it an alternate way. After further discussion, motion passed unanimously by voice vote.

- 4) Wilbert Houston, Southside of Twin Beech Road, addressed the City Council regarding the new construction and land clearing. He stated he owns property around the area and wanted information. Councilmember Brown replied he thought it was the next phase for RSA property. Council President Burrell commented that it was in the County. No one had a definitive answer for Mr. Houston.
- 5) Vince Booth, member of the Airport Authority, addressed the City Council regarding the FAA and funding. He stated there is no funding for gravity feed systems costing \$500,000.00, but can get 100 percent funding for a force main costing approximately \$55,000.00. He said City engineers need to get together with Volkert.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session to discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property; and to discuss Pending Litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 45 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 8:44 p.m. Returned at 9:40 p.m.

22 January 2018

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

There being no further business to come before the City Council, the meeting was duly adjourned at 9:41 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Work Session

Monday, 22 January 2018

Page -2-

- Electric Superintendent Joe Wolchina addressed the City Council regarding the marina repairs and said these were more in-depth than they thought. He said the repairs will have to bring the pier up to code. The room being used for storage by the restaurant was mentioned; and it is a City's room. Mayor Wilson said we may use Restore Act funds to help with the pier.
- Operations Director Richard Peterson addressed the City Council and said he was proud of the City staff during the cold weather; i.e. the Utilities and Public Works. He said that mapping could help with issues and mentioned MUNIS and the work order module. Mr. Peterson also brought up Asset Management and an Engineering Department.

Councilmember Boone requested an update on the Painting of the Water Tank. Mr. Peterson said it is too cold to paint outside, but they were sandblasting the interior now.

- Public Works Director Richard Johnson addressed the City Council and mentioned the following items: pier repairs began today; road resurfacing packages being prepared with options; and Quail Creek Clubhouse bid and options for approval.
- Pandora Heathcoe, Human Resource Manager, addressed the City Council and mentioned the Compensation Study and how it has helped. She said Mayor Wilson gave her a task to revised all of the job descriptions and that 122 have been completed with Parks and Recreation and Public Works still to be done. Ms. Heathcoe said she will turn those over to Human Resource Coordinator Leslie Green to format. Ms. Heathcoe said, "for reasons I will not discuss I formally resign with my last day being February 2, 2018." Council President Burrell thanked Ms. Heathcoe for service with the City.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:25 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, 22 January 2018.

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

Council President Burrell called the meeting to order at 5:25 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Council President Burrell mentioned the resolution for the RV Parking and said he had laid out the parking spaces and read over the proposed rules.

Councilmember Brown briefly went over the proposed budget and some of the changes to same. He commented on purchases instead of leases in most cases that were proposed. Council President Burrell stated we will be flexible with debt reduction; and will continue to set aside pursuant to the ordinance. Councilmember Conyers said we could use the \$1.2 million for Capital Improvements. Councilmember Robinson questioned the Capital Improvements. Councilmember Boone said we cannot do all of these in one year. Council President Burrell said we need substation upgrades and cast-iron pipe replacement; and may not have to borrow any or a small amount. He mentioned the two percent raise across the board; and this would not be for employees who receive merit or promotional raises. Councilmember Brown discussed General Government and Capital Purchases; and then went over Utilities and Capital Purchases.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:55 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE DIRECTING THE TRANSFER OF AN ACRE
OF LAND TO FAIRHOPE SINGLE TAX CORPORATION
AND DECLARING SAID PROPERTY TO BE SURPLUS AND
NOT NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES**

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is no longer needed for public or municipal purposes, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, UNIT ONE, BIG HEAD HUMMOCK SUBDIVISION AS RECORDED IN MAP BOOK 7, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 37°39'00" WEST A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE CONTINUE SOUTH 37°39'00" WEST A DISTANCE OF 203.85 FEET TO A CAPPED IRON ROD AND THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE SOUTH 28°37'42" EAST A DISTANCE OF 164.65 FEET TO A POINT; THENCE SOUTH 43°01'42" EAST A DISTANCE OF 14.45 FEET TO A POINT; THENCE SOUTH 80°17'51" EAST A DISTANCE OF 86.88 FEET TO A POINT; THENCE SOUTH 34°27'17" EAST A DISTANCE OF 196.91 FEET TO A POINT; THENCE SOUTH 08°55'53" EAST A DISTANCE OF 108.33 FEET TO A POINT; THENCE SOUTH 58°05'07" EAST A DISTANCE OF 102.14 FEET TO A POINT; THENCE SOUTH 11°27'37" WEST A DISTANCE OF 25.13 FEET TO A POINT; THENCE NORTH 78°32'23" WEST A DISTANCE OF 151.64 FEET TO A POINT; THENCE NORTH 08°55'53" WEST A DISTANCE OF 94.42 FEET TO A POINT; THENCE NORTH 40°58'42" WEST A DISTANCE OF 144.60 FEET TO A POINT; THENCE NORTH 36°10'06" WEST A DISTANCE OF 93.51 FEET TO A POINT; THENCE NORTH 04°55'12" EAST A DISTANCE OF 40.67 FEET TO A POINT; THENCE NORTH 43°01'42" WEST A DISTANCE OF 17.29 FEET TO A POINT; THENCE NORTH 30°08'50" WEST A DISTANCE OF 156.90 FEET TO A POINT; THENCE NORTH 37°39'00" EAST A DISTANCE OF 26.31 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 41708.3 SQUARE FEET (1.0 ACRES), MORE OR LESS.

SECTION 2. Pursuant to the authority granted by Section 11-47-20 of the Code of Alabama of 1975, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Fairhope, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Fairhope, Alabama, does convey the premises described in Section 1, hereof to Fairhope Single Tax Corporation, subject to the approval of the Tatumville Subdivision, for and in consideration for appraised value for the described real property plus other good and valuable consideration.

Furthermore, Council determines that a valuable public purpose is served by the transfer of the subject property to Fairhope Single Tax Colony. The unused land will be put to use for the benefit of the public by the construction of public access walking trails and will further enhance stormwater management for the City of Fairhope.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 15TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

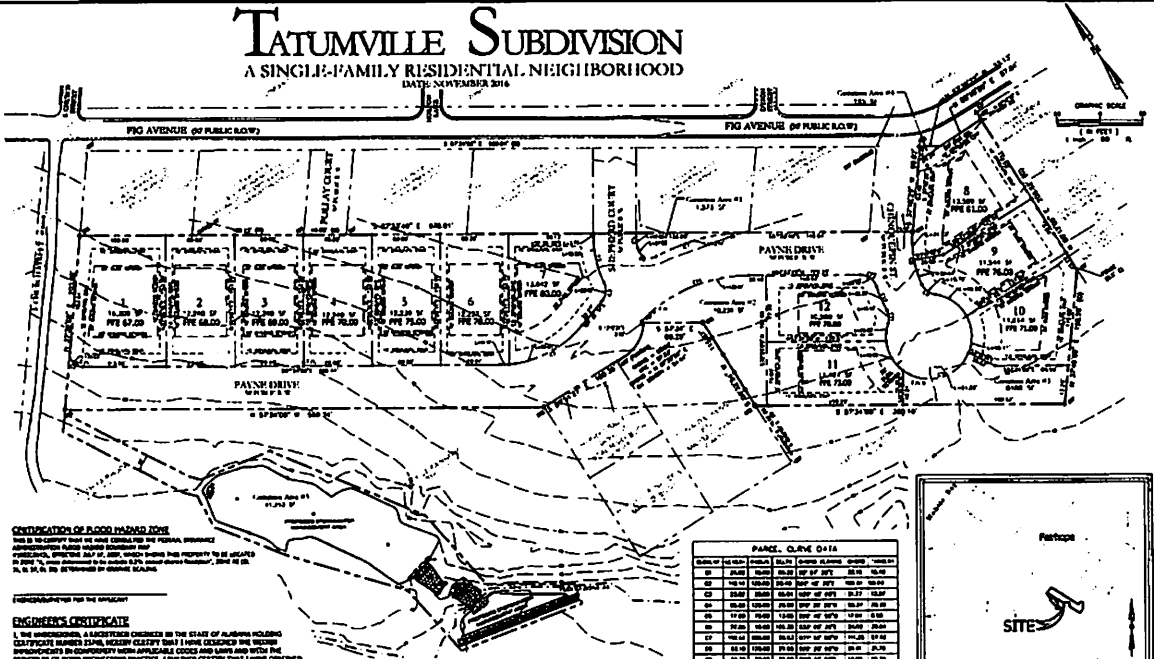
ATTEST:

Lisa A. Hanks, MMC
City Clerk

TATUMVILLE SUBDIVISION

A SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD

DATE: NOVEMBER 2016



NOTICE TO CONTRACTORS
 The undersigned, as authorized by Fairhope Utilities, hereby approve the within plat for the recording of same in the Probate Office of Baldwin County, Alabama.
 DATED THIS ____ DAY OF _____, 2016.

CERTIFICATE OF OWNERSHIP AND DEDICATION
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 WE, FAIRHOPE UTILITIES, INC., AS OWNERS, HAVE OWNED THE LAND SHOWN ON THE WITHIN PLAT TO BE DEDICATED, AND HAVE HEREBY PLACED IT TO BE DEDICATED AS TATUMVILLE SUBDIVISION, A PART OF SECTION ____ TOWNSHIP ____ RANGE ____ EAST, BALDWIN COUNTY, ALABAMA, AND HAVE THE SAME, AS SHOWN ON SAID PLAT AND HEREBY DEDICATED TO THE USE OF THE PUBLIC.
 DATED THIS ____ DAY OF _____, 2016.

CERTIFICATION BY NOTARY PUBLIC
 STATE OF ALABAMA
 COUNTY OF BALDWIN
 I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN, IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT _____, WHOSE NAME IS SHOWN AS OWNER ON THE FOREGOING INSTRUMENT, AND WHO IS KNOWN TO ME, ACCORDING TO RECORD, AND WHO IS KNOWN TO ME, ACCORDING TO RECORD, AS BEING THE OWNER OF THE INTEREST IN SAID LAND, AND AS SUCH OFFICER AND NOTARY PUBLIC, APPROVE, CONCERNING THE SAME, THE WITHIN PLAT FOR THE USE OF THE PUBLIC.
 GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2016.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION
 THE WITHIN PLAT OF TATUMVILLE SUBDIVISION, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY THE FAIRHOPE PLANNING COMMISSION.
 DATED THIS ____ DAY OF _____, 2016.

INDICATOR OF A GOOD PAVED JOBE
 THIS IS TO CERTIFY THAT THE AREA SHOWN ON THE WITHIN PLAT, BEING THE INDICATED AREA, IS A GOOD PAVED JOBE, AS SHOWN ON SAID PLAT, AND IS TO BE USED AS SUCH.

ENGINEER'S CERTIFICATE
 I, THE UNDERSIGNED, A LICENSED ENGINEER IN THE STATE OF ALABAMA HOLDING CERTIFICATE NUMBER _____, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORD INSTRUMENTS IN CONNECTION WITHIN APPLICABLE CODES AND LAWS AND UPON THE PRINCIPLES OF GOOD ENGINEERING PRACTICE, I HEREBY CERTIFY THAT I HAVE CONDUCTED THE CONSTRUCTION OF THE WITHIN APPROVED PLAT, THAT THE SAME CONFORMS TO ALL LAWS, ORDINANCES AND REGULATIONS OF THE CITY OF FAIRHOPE, ALABAMA.

CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES-WATER & SEWER
 THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.
 DATED THIS ____ DAY OF _____, 2016.

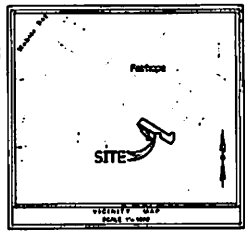
CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES-GAS
 THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.
 DATED THIS ____ DAY OF _____, 2016.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE-SOWEA
 THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.
 DATED THIS ____ DAY OF _____, 2016.

CERTIFICATE OF APPROVAL BY AT&T
 THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.
 DATED THIS ____ DAY OF _____, 2016.

PANACE CURVE DATA

STATION	CHORD BEARS	CHORD BEARS	CHORD BEARS	CHORD BEARS
0+00	100.00	100.00	100.00	100.00
10+00	100.00	100.00	100.00	100.00
20+00	100.00	100.00	100.00	100.00
30+00	100.00	100.00	100.00	100.00
40+00	100.00	100.00	100.00	100.00
50+00	100.00	100.00	100.00	100.00
60+00	100.00	100.00	100.00	100.00
70+00	100.00	100.00	100.00	100.00
80+00	100.00	100.00	100.00	100.00
90+00	100.00	100.00	100.00	100.00
100+00	100.00	100.00	100.00	100.00



GENERAL NOTES
 1. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE CITY OF FAIRHOPE, ALABAMA.
 2. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE STATE OF ALABAMA.
 3. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE FEDERAL GOVERNMENT.
 4. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 5. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 6. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 7. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 8. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 9. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.
 10. THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF ANY OTHER JURISDICTION.

SITE DATA
 PARCELS: 10-000-000-000-000-000
 TOTAL AREA: 10.00 AC.
 TOTAL COVERED AREA: 10.00 AC.
 TOTAL UNCOVERED AREA: 10.00 AC.
 TOTAL DEVELOPABLE AREA: 10.00 AC.
 TOTAL UNDEVELOPABLE AREA: 10.00 AC.
 TOTAL UTILITIES AREA: 10.00 AC.
 TOTAL OPEN SPACE AREA: 10.00 AC.
 TOTAL PARKING AREA: 10.00 AC.
 TOTAL TRAVEL LANE AREA: 10.00 AC.
 TOTAL SIDEWALK AREA: 10.00 AC.
 TOTAL BIKEWAY AREA: 10.00 AC.
 TOTAL OTHER AREA: 10.00 AC.

CONTROL DEVELOPMENT
 THE WITHIN PLAT IS SUBJECT TO ALL APPLICABLE LAWS, ORDINANCES AND REGULATIONS OF THE CITY OF FAIRHOPE, ALABAMA.
 DATED THIS ____ DAY OF _____, 2016.

ENGINEER
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

PLANNING
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

CONTRACTOR
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

ENGINEER
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

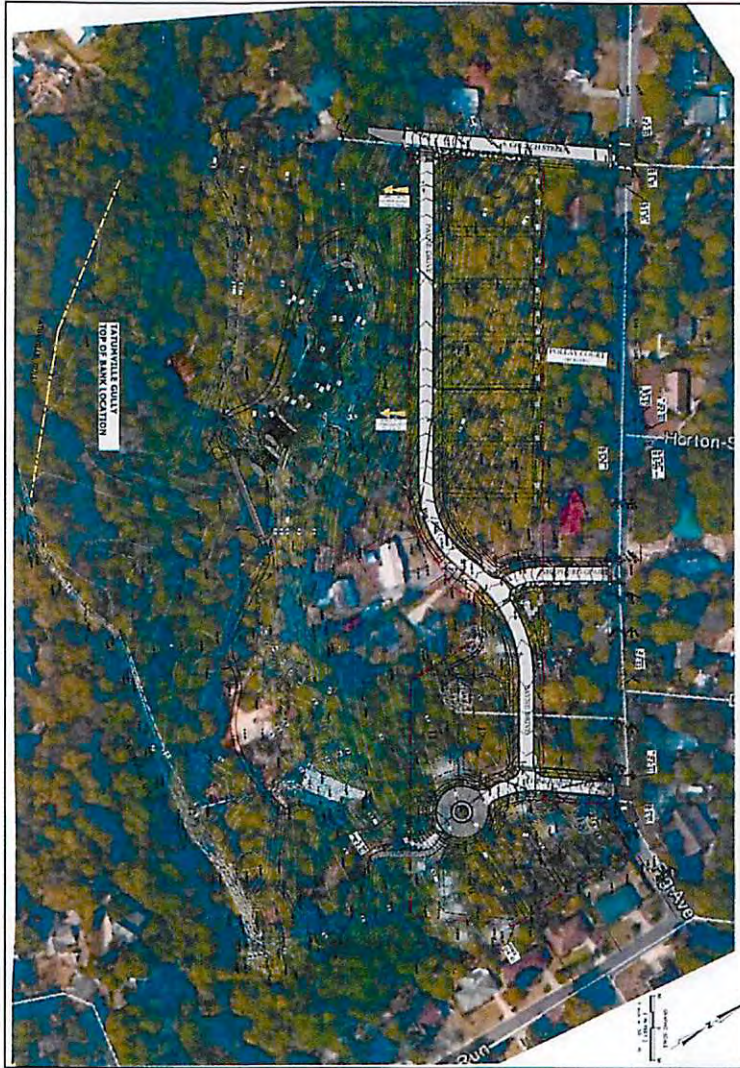
PLANNING
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

CONTRACTOR
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

CONTRACTOR
 JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234

TATUMVILLE SUBDIVISION
 PRELIMINARY PLAT
 FAIRHOPE SINGLE TAX CORP.

JADE CONSULTING, LLC
 1000 FAIRHOPE AVENUE, SUITE 100
 FAIRHOPE, ALABAMA 36525
 (205) 988-1234



	TATUMVILLE SUBDIVISION TATUMVILLE GOLF EXHIBIT FAIRHOPE SINGLE TAX CORP.		<table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>CHKD</td> </tr> <tr> <td>07/14/2014</td> <td>JAD</td> <td>JAD</td> </tr> </table>	DATE	BY	CHKD	07/14/2014	JAD	JAD	Knight & Associates Development Engineers 1400 North 10th Street, Suite 100 Tallahassee, Florida 32304 Phone: (904) 833-1111 Fax: (904) 833-1112 Email: info@knightandassociates.com	
	DATE	BY		CHKD							
07/14/2014	JAD	JAD									
H&B ENGINEERING & SURVEYING, INC. 1000 N. GULF BLVD., SUITE 100 TALLAHASSEE, FL 32304 PHONE: (904) 833-1111 FAX: (904) 833-1112 WWW.HANDSURV.COM											

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510 AND
ORDINANCE NO. 1573 KNOWN AS THE PERSONNEL RULES,
POLICIES AND PROCEDURES ORDINANCE

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

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

SECTION - XI. Personnel Board

11.01. Selection of Members

The Personnel Board is an independent board comprised of five (5) City residents appointed by the Mayor and confirmed by the City Council. Members serve five-year staggered terms, with one new member appointed or reappointed each year.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures – 2014", Personnel Board, 11.01 Selection of Members is hereby repealed.

Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures – 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

Section 4. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 15TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1573

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

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

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

SECTION - IV. Wage and Salary Administration

4.04. Overtime

Non-Exempt Employees

Except for Police Department law enforcement and corrections officers, nonexempt employees will be paid 1-1/2 times their regular rate of pay for all hours worked in excess of 40 hours in a work week. Hours paid, but not *worked*, are not counted in computing overtime. For example, paid holidays, vacations and sick leave are not hours *worked* and do not count in computing overtime. Under certain conditions approved by the Mayor, employees of the City of Fairhope may receive compensatory time off, at a rate of one and one-half half hours (units of time) for each overtime hour (unit of time) worked, instead of cash overtime pay. Employees engaged in approved authorized activities may accrue up to 48 hours of compensatory time. An employee may request to use compensatory time on a subsequent date during the current work period unless doing so would "unduly disrupt" the operations of the City of Fairhope, in which case the employee will be permitted to use the compensatory time in the succeeding work period. Police Department *law enforcement and corrections officers* are subject to special overtime pay and compensatory time off requirements under *Personnel Rules Section 4.05*.

SECTION - XI. Personnel Board

11.01. Selection of Members

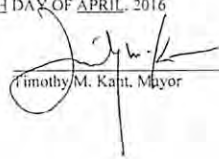
The Personnel Board is an independent board comprised of six (6) City residents appointed by the Mayor and confirmed by the City Council. Members serve five year staggered terms, with one new member appointed or reappointed each year.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures - 2014", Section IV - Wage and Salary Administration, 4.04. Overtime and Section XI - Personnel Board, 11.01 Selection of Members is hereby repealed.

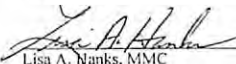
Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures - 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

Section 4. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 25TH DAY OF APRIL, 2016


Timothy M. Kant, Mayor

Attest:


Lisa A. Nanks, MMC
City Clerk

Ord. No. 1573 Published in
FAIRHOPE COURIER
on Friday, May 21, 2016
Lisa A. Nanks City Clerk

RESOLUTION NO. ____

WHEREAS, the City Council adopted on January 22, 2018, a resolution approving and adopting the proposed Budget for the FY 2017-2018, Resolution No. 2972-18; and

WHEREAS, the City of Fairhope is desirous to amend the Budget by approving a two (2) percent pay increase for employees pay by putting the two (2) percent entire pay budget in a pool to be disbursed pursuant to the following:

[1] Full-time salaried employees will receive a one (1) percent pay increase; and one (1) percent will go into a pool for merit increases that cannot exceed six (6) percent per individual. These increases will not be applicable to those receiving promotional or merit raises already approved in the budget; and cannot exceed the pay range for any job positions.

[2] Full-time hourly employees will receive a one and a half (1-1/2) percent pay increase; and a half (1/2) percent will go into a pool for merit increases that cannot exceed six (6) percent per individual. These increases will not be applicable to those receiving promotional or merit raises already approved in the budget; and cannot exceed the pay range for any job positions.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Budget for the FY 2017-2018 is hereby amended by approving a two (2) percent pay increase for employees pay by putting the two (2) percent entire pay budget in a pool to be disbursed pursuant to the above two paragraphs.

ADOPTED THIS 15TH DAY OF FEBRUARY, 2018

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, that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Memorandum of Understanding and Agreement

1. The Fairhope Arts and Crafts Festival Foundation (hereafter known as the Foundation) shall have the exclusive and sole authority, ownership and control of the operations and all activities related to or in any way associated with the Fairhope Arts and Crafts Festival (hereafter known as the Festival) event. All proceeds originated from any marketable item such as t-shirts and posters shall go to the Foundation.
2. The name of the Festival, including its annual distinction, shall belong to the Foundation. The 2018 Festival will be named the 66th Annual Fairhope Arts and Crafts Festival.
3. All monies related to the Festival shall be controlled by the Festival/Foundation. All in kind and monetary sponsorships relating to the Festival/Foundation will be controlled and owned by Festival/Foundation.
4. The Foundation agrees to provide yearly compensation of \$20,000 (for a total of \$60,000) to the City of Fairhope (hereafter known as the City) or its designee for the next three (3) years (2018- 2020) in recognition of their continued support of the Fairhope Arts and Crafts Festival.
5. The Foundation shall make multiple donations to various non-profit organizations within the City, thus allowing the Council the opportunity to reduce the amount of the donations that the City gives to these groups. This will have an equivalent monetary savings of at least \$40,000 per year (or \$120,000 for three years) for the City.
6. The Foundation also agrees to promote the City at a sponsorship level equivalent to its donation to the Festival.

Likewise,

7. For the years 2018, 2019 and 2020, the City agrees to provide the Foundation with the exclusive use of the streets of the City of Fairhope as set out below, on the third weekend of March for its annual Fairhope Arts and Crafts Festival consistent with previous years.

The request is for the following streets from 5:00 pm on Thursday until 8:00 pm on Sunday on the Festival weekend.

- Magnolia Avenue from Bancroft Street west to Church Street
- Magnolia Avenue from Bancroft to School Street, including the parking area behind the Library
- Section Street from the south side of Regions building on North Section Street south to the approximate area of Greer's/Food Tiger
- Fairhope Avenue from Bancroft Street west to the barricades set at Summit Street
- Church Street from the intersection on Magnolia Street to the intersection of St. James
- De La Mare from Church Street to Section Street
- Johnson Avenue from Section Street east to Bancroft Street

8. The City shall continue to provide the Festival with the same protection and services that has made it an integral part of the Festival for years.

This shall include:

The use of the Fairhope Civic Center on Friday evening of Arts and Crafts Festival weekend for the Festival's annual Artist Awards Dinner, including the availability of the Civic Center during the day on Friday for dinner setup and preparation.

"No Parking" signage placed in appropriate areas on the Thursday morning of the Festival setup, and the placement of appropriate barricades and cones to control traffic flow and promote safety for the weekend.

Coordination between the Festival Committee and City to provide appropriate security for the weekend including help with traffic control during the artist booth setup on Thursday evening.

Provide water/sewer services for the food court as provided each year with appropriate fee paid to the City by each food vendor.

9. The City shall add the Festival, its committee members and volunteers and the Foundation and its members as additional insureds under its special events insurance policy.

10. The Arts and Crafts Festival has worked with the Eastern Shore Art Center and Thomas Hospital for many years and looks forward to this continued partnership. The City shall not attempt to include any new partner(s) as part of the Festival weekend without the agreement of the Foundation.

This Memorandum of Understanding and Agreement shall be in effect from January 22, 2018 until December 31, 2020 unless modified by joint written agreement of the Foundation and the City Council.

Dated: _____ day of February, 2018

Designated Official, City of Fairhope

Deborah Floyd, Board President
Fairhope Arts and Crafts Festival Foundation

RESOLUTION NO. 2965-18

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

[1] That the City of Fairhope did request quotes for the procurement of Electrical Repairs at the Marina after Hurricane Nate at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On January 8, 2018, the City of Fairhope approved the procurement of Electrical Repairs at the Marina after Hurricane Nate for the Electric Department from Bay Shore Electric with a total cost of \$10,200.00 for project (Resolution No. 2765-18).

[3] After evaluating the project, it has been discovered that the electric system will need more extensive upgrades to meet the current code rather than just replacement of damaged area.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Resolution No. 2765-18 is hereby rescinded; relating to the procurement of Electrical Repairs at the Marina after Hurricane Nate for the Electric Department.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

JAN 18 '18 PM 1:54

ZMJ

To: Michael Hinson, Treasurer
From: *Delores A Brandt*
Delores A. Brandt, Purchasing Clerk
for Purchasing Manager

Date: January 18, 2018

Re: Request that the City Council rescind request for procurement of Electrical Repairs at Marina after Hurricane Nate for the Electric Department.

On December 22, 2017, the Electric Department requested procurement of Electrical repair work at the Marina at the Fairhope Pier for damage resulting from Hurricane Nate in 2017., which was approved by Resolution No. 2965-18 on January 8, 2018, at a total cost of \$10,200.00. It has been discovered since that time that the electric system will need a more extensive upgrade to the **current** code rather than just replacement of damaged area.

Please place on the next available City Council Agenda this recommendation to have Resolution No. 2765-18 rescinded.

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, 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

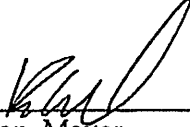
RESOLUTION NO. 2965-18

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 quotes for Electrical Repairs at the Marina after Hurricane Nate for the Electric Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.


[2] After evaluating the quotes, the City of Fairhope approves the procurement of Electrical Repairs at the Marina after Hurricane Nate for the Electric Department from Bay Shore Electric with a total cost of \$10,200.00 for the Project.

Adopted on this 8th day of January, 2018



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 Repairs to Quail Creek Clubhouse for the Golf Department (Bid Number 003-18) 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
Repairs to Quail Creek Clubhouse

[3] After evaluating the bid proposals with the required bid specifications, Platt Builders, Inc. with the total bid proposal of \$303,175.00 (not to exceed amount for Option 2), is now awarded the bid for Repairs to Quail Creek Clubhouse for the Golf Department.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

COF Project No. _____

1292

FEB 5 '18 AM 8:54

Issuing Date: 1/26/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: 1292 Repairs to Quail Creek Clubhouse-Approval to Execute Contract (Bid No. 003-18)

Project Location: Quail Creek Clubhouse

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$303,175.00 NOT TO EXCEED

Providers: Platt Builders, Inc.

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: 103-55869 Revenue Code: _____
 Acct Name: Clubhouse Repairs

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$303,175.00 NOT TO EXCEED

(Over) Under budget amount: _____

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

Funding: Capital funds

City Council Prior Approval? Date? No

City Treasurer

Request Received Date: 1/24/18
 Request Approved Date: 1/26/18
 Signatures: Michael V. Hinson
 Michael V. Hinson CPA

Finance Director

Received Date: 1/30/18
 Approved Date: 1/30/18
 Signatures: Jill Cabiniss
 Jill Cabiniss

Mayor

Received Date: 1/31/18
 Approved Date: 1/31/18
 Signatures: Mayor Karin Wilson
 Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
for Purchasing Manager

Date: January 24, 2018

Re: **Placing Bid No. 003-18, Repairs to Quail Creek Clubhouse on Council agenda for approval of NTE amount and to sign a contract, subsequent to negotiations with Contractor, Platt Builders, Inc.**

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

On Jan 9, 2018, **Bid No. 003-18, Repairs to Quail Creek Clubhouse** was opened, and a Bid Tabulation and Recommendation prepared (see attached). Out of at least seven potential bidders, one company submitted a bid. The recommendation to City Council by the Public Works Department was to reject all bids. At the City Council meeting on January 22, 2018, Council agreed and further authorized that designated personnel **Engineering Design Technologies, Inc., the design firm, Platt Builders, Inc, as contractor, and Public Works Director, Richard Johnson, P.E., negotiate value engineering costs** for a contract to complete the work at Quail Creek Clubhouse. Councilman Robert Brown was also asked to be in attendance.

Several options were presented (see attached) and the **recommendation is Option #2** with a Not-To-Exceed of **THREE HUNDRED THREE THOUSAND, ONE HUNDRED SEVENTY-FIVE DOLLARS (\$303,175.00)**. Please move this forward to the Council agenda, for approval of the not to exceed amount, and approval for the Mayor to execute a contract with **Platt Builders, Inc.**

Option 1	\$304,675.00
Option 2	\$303,175.00
Option 3	\$282,175.00

Please place on the next available City Council Agenda this request for approval of a Not to Exceed for Option #2, and approval for Mayor to execute a contract with Platt Builders, Inc. n of Spanish Fort, AL., for the repairs to the clubhouse at Quail Creek clubhouse.

161 North Section Street
P O. Drawer 429
Fairhope, Alabama 36533

Cc: file, RDJ, L Wilson

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

CITY OF FAIRHOPE

VALUE ENGINEERING RECOMMENDATION BID NO: 003-18

BID NAME: Repairs to Quail Creek Clubhouse

BID OPENED: January 9, 2018 at 9:00A.M.

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

NEGOTIATE MEETING 1-24-18

VALUE ENGINEERING

VENDOR	BASE BID AMOUNT	Replace IPE with Pressure Treated grooved pine deck BIDALT#1 AMOUNT	OMIT Fluid Membrane BID ALT #2 AMOUNT	Replace windows with alum. clad BID ALT#3 AMOUNT	Omit Wood Treatment Boarate/Termici de Liquid Spray	Choicedeck Instead of IPE or Pine	Choicedeck Handrail System instead of Trex Tracend	MIRATEC/HARDIE Trim instead of Composite column trim	Jeldwen Prelum Vinyl Impact Single Hung Windows	Jeldwen Prelum Vinyl Impact Fixed Windows
Platt Builders, Inc.	\$316,000.00	(\$9,000.00)	(\$7,000.00)	\$43,000.00	(\$1,000.00)	(\$9,000.00)	(\$15,000.00)	(\$8,825.00)	\$29,500.00	\$28,000.00
		\$307,000.00	\$309,000.00	\$359,000.00	\$315,000.00	\$307,000.00	\$301,000.00	\$307,117,500	\$345,500.00	\$344,000.00

Option #1	
Base Bid	\$316,000.00
Replace Windows Single Hung	\$29,500.00
Omit Fluid Membrane	(\$7,000.00)
Choicedeck instead of IPE	(\$9,000.00)
Choicedeck Handrail System	(\$15,000.00)
MIRATEC/HARDIE instead of Comp	(\$8,825.00)
Omit Termite Spray	(\$1,000.00)
Total	\$304,675.00
Option #2	
Base Bid	\$316,000.00
Replace Windows Fixed (Jeldwen)	\$28,000.00
Omit Fluid Membrane	(\$7,000.00)
Choicedeck instead of IPE	(\$9,000.00)
Choicedeck Handrail System	(\$15,000.00)
MIRATEC/HARDIE instead of Comp	(\$8,825.00)
Omit Termite Spray	(\$1,000.00)
Total	\$303,175.00
Option #3	
Base Bid	\$316,000.00
Choicedeck instead of IPE	(\$9,000.00)
Choicedeck Handrail System	(\$15,000.00)
MIRATEC/HARDIE instead of Comp	(\$8,825.00)
Omit Termite Spray	(\$1,000.00)
Total	\$282,175.00

CITY OF FAIRHOPE

BID TAB AND RECOMMENDATION

BID NO: 003-18

BID NAME: Repairs to Quail Creek Clubhouse


BID OPENED: January 9, 2018 at 9:00 A.M.


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

VENDOR	Bid Proposal Executed / Signed / Notarized	BID BOND	Number of Days for Completion	BASE BID AMOUNT	Pressure Treated grooved pine deck BID ALT #1 AMOUNT	Fluid Membrane BID ALT #2 AMOUNT	Replace windows BID ALT #3 AMOUNT
Platt Builders, Inc.	Y	Y	180 Calendar Days	\$316,000.00	\$307,000.00	\$309,000.00	\$359,000.00
Stuart Contracting	No Response						
MD Thomas Construction	No Response						
Bill Patterson Construction	No Response						
UBC LLC	No Response						
Charles Weems	No Response						
Mike Kerr Construction	No Response						

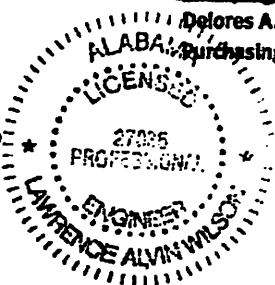
RECOMMENDATION: REJECT ALL BIDS

To my knowledge this is an accurate bid tabulation.

 1, 9, 18
 Richard Johnson, PE
 Public Works Director

 1, 9, 18
 Dolores A. Brandt
 Purchasing Clerk

 1/9/18
 Lawrence A. Wilson, PE
 EDT, Inc.



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 Reinforced Concrete Pipe, Class III for the Gas Department (Bid Number 010-18) 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
Reinforced Concrete Pipe, Class III

[3] After evaluating the bid proposals with the required bid specifications, Alabama Pipe & Supply Company, Inc. with the total bid proposal based on linear foot for various sizes and purchased on an as needed basis, is now awarded the bid for Reinforced Concrete Pipe, Class III for the Gas Department.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

COF Project No. 1298
FEB 5 '18 PM 2:25

[Handwritten Signature]

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Reinforced Concrete Pipe, Class III - Award Bid No. 010-18 & Authorize Mayor to Execute Contract

Project Location: Drainage-related Job Sites

Presented to City Council: 2/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: See attached linear foot schedule (will be used on an as needed basis)

Providers: Alabama Pipe & Supply Company, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: 7-10 days ARO

Department Funding This Project

General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
-------------	-----	----------	-------	-------	---------	----------	--------

Division of General Fund Funding This Project

Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40
----------	----------------------	----------------------------	--------	---------------------------------	-----------	---------------	---------------

Expense Code: 001350-51410
Acct Name: Street Material & Landscaping

Revenue Code: _____

Project will be:
Expensed XXX
Inventoried Non-Inventory
Capitalized _____

Project Budgeted: n/a

Project Financed By:

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

(Over) Under budget amount: _____

Funding: Operating funds

Bond: _____
Loan: _____
Capital Lease: _____

Title _____ Year _____
Title _____ Year _____
Payment _____ Term _____

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 2/1/18

Received Date: 2/2/18

Received Date: 2/5/18

Request Approved Date: 2/2/18

Approved Date: 2/2/18

Approved Date: 2/2/18

Signatures: *[Signature]*
Michael V. Hinson CPA

[Signature]
Jill Cabiness

[Signature]
Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: February 1, 2018

Re: Greensheet and City Council approving procuring over \$15,000 – **Bid No 010-18 Reinforced Concrete Pipe, Class III** in various sizes for various locations in the City as needed for drainage

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Public Works Department has solicited bids by linear foot from concrete pipe suppliers for various sizes and for various locations to be ordered and used as needed (see attached quotations). The contract will be with one pipe supplier only, per the invitation to **Bid No 010-18 Reinforced Concrete Pipe, Class III**.

The cost is over the City Council approval benchmark of \$15,000.00 as this will be on an as need basis. This pipe will not be ordered and stored in the warehouse, but will be ordered and delivered to the sites to be used, as needed. The recommended, lowest bidding vendor is **Alabama Pipe & Supply Company, Inc.** of Mobile, AL.

Leadtime: 7-10 days ARO

Please have a greensheet composed and move forward for City Council approval to award Bid 010-18 Reinforced Concrete Pipe--CLASS III to the lowest Bidder, Alabama Pipe & Supply Company, Inc. and authorize the Mayor to execute the associated contract.

Cc: file, Richard Johnson

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

CITY OF FAIRHOPE

BID TABULATION AND RECOMMENDATION

BID NO: 010-18

BID NAME: Reinforced Concrete Pipe Class III

BID OPENED: January 30, 2018 at 2:00 P.M.

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

VENDOR	Alabama Pipe and Supply Co., Inc.		Construction Materials Inc.		Forterra Pipe	Foley Products	Design Precast & Pipe Inc	Concrete Pipe & Precast
	yes		yes		No Response	No Response	No Response	No Response
Bid Proposal Executed / Signed / Notarized								
Description	Grout Joint	Gasket Joint	Grout Joint	Gasket Joint				
12" T & G C-3		No Bid-- DNE		No Bid				
15" T & G C-3		\$10.50		\$11.35				
18" T & G C-3		\$11.25		\$13.72				
21" T & G C-4		No Bid--DNE		No Bid				
24" T & G C-5		\$17.00		\$20.59				
27" T & G C-6		No Bid--DNE		No Bid				
30" T & G C-7		\$26.07		\$29.55				
36" T & G C-8		\$34.66		\$40.10				
42" T & G C-9		\$45.31		\$52.78				
48" T & G C-10		\$55.20		\$68.61				
54" T & G C-11		No Bid--DNE		\$87.61				
60" T & G C-12		\$90.00		\$106.61				
66" T & G C-13		No Bid--DNE		No Bid				
72" T & G C-14		\$141.75		\$175.22				
84" T & G C-15		No Bid--DNE		\$242.78				
96" T & G C-16		\$288.75		No Bid				
Description	Grout Joint	Gasket Joint	Grout Joint	Gasket Joint				
18" X 11" T & G C-3 ARCH		\$17.35		\$17.78				
22" X 13" T & G C-3 ARCH		\$18.90		\$21.11				
29" X 18" T & G C-3 ARCH		\$27.50		\$30.54				
36" X 23" T & G C-3 ARCH		\$36.75		\$43.34				
44" X 27" T & G C-3 ARCH		\$50.40		\$57.78				
51" X 31" T & G C-3 ARCH		\$63.00		\$76.67				
58" X 36" T & G C-3 ARCH		\$81.90		\$97.78				
65" X 40" T & G C-3 ARCH		\$96.00		\$120.00				
73" X 45" T & G C-3 ARCH		\$120.75		\$148.90				
88" X 54" T & G C-3 ARCH		No Bid--DNE		\$194.45				
Description	Price Per Linear Foot		Price Per Linear Foot					
4'x4' PRECAST BOX CULVERT		\$285.00		No Bid				
6'x4' PRECAST BOX CULVERT		\$320.00		No Bid				
8'x4' PRECAST BOX CULVERT		\$410.00		No Bid				
6'x5' PRECAST BOX CULVERT		\$340.00		No Bid				
8'x5' PRECAST BOX CULVERT		\$435.00		No Bid				

Recommendation: Award Bid to Alabama Pipe and Supply Co., Inc in the amounts listed on their Bid Cost Sheet

Richard Johnson 01/31/18
 Richard Johnson, P.E.
 Public Works Director

To my knowledge this is an accurate Bid Tabulation
Clint Steadham 1/31/2018
 Clint Steadham, BUYER

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 and receive quotes for Services to paint the exterior of the James P. Nix Center for the Community Affairs Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement of services to paint the exterior of the James P. Nix Center for the Community Affairs Department from CertaPro Painters of Mobile and Baldwin Counties with a total cost of \$12,820.48.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JAN 26 '18 PM 1:33

Issuing Date: 1/11/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Nix Center Exterior Painting Bid Approval

Project Location: Nix Center

Presented to City Council: 1/22/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$12,820.00

Providers: CertaPro Painters of Mobile & Baldwin Counties

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General XXX	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 XXX	Marina-34	Street-35	Sanitation-40

Expense Code: 001300-50360

Acct Name: Nix Center Maintenance

Revenue Code: _____

Project will be: Expensed XXX
Inventoried _____
Capitalized _____

Project Budgeted: \$ n/a 13k

(Over) Under budget amount: 180⁰⁰

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? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 1/11/18

Received Date: 1/16/18

Received Date: 1/24/18

Request Approved Date: 1/14/18

Approved Date: 1/16/18

Approved Date: 1/24/18

Signatures: Michael V. Hinson CPA

Signatures: Jill Cabiniss

Signatures: Mayor Karin Wilson

Contact Person: Jim Bates, Nix Center Facility Manager



MEMO

Karin Wilson
Mayer

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Michael Hinson, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk
For Purchasing Manager

Date: January 10, 2018

Re: Greensheet approval for procuring services to paint exterior of Nix Center

The Community Affairs Department needs to procure services to paint the exterior of the Nix Center. Three quotes were obtained (see attached). The lowest bid was submitted by **CertaPro Painters of Mobile and Baldwin Counties** at a cost of TWELVE THOUSAND EIGHT HUNDRED TWENTY DOLLARS AND FORTY-EIGHT CENTS (\$12,820.48).

This cost is over the \$10,000.00 limit requiring City Council approval and under the \$15,000.00 bid limit. The vendor is **CertaPro Painters of Mobile and Baldwin Counties**.

Please compose and have approved, a greensheet for procuring services to paint the exterior of the Nix Center for the Community Affairs Dept., from CertaPro Painters of Mobile and Baldwin Counties in the amount of \$12,820.48

Cc: file, L.Cabaniss, J Bates

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

CertaPro Painters[®]

EXTERIOR PROPOSAL

Independent Franchise Owner:
 CertaPro Painters of Mobile & Baldwin Counties
 P.O. Box 321
 Daphne, AL 36526
 Office Manager: 251-610-5052
 Office 251-288-3808
 Fax: 251-288-3808
 scarey@certapro.com
 1-800-462-3782

Job #: SC2F4102866
 Date: 10/17/2017

Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance

City of Fairhope - Nix Center
 POC: Lance Cabaniss
 PO: Randy Weaver or Clint Steadham
 1 Bayou Drive
 Fairhope*, AL 36532
 Phone: 251-928-2835 (NIX)
 Office: 251-929-1447

Special Notes:

CertaPro will pressure wash and clean the stucco and brick surfaces to remove all mildew to ensure proper adhesion. All the cloth awnings will covered and protected during the cleaning and painting process.

CertaPro will also power wash all the entrance and side walkways.

CertaPro will apply 2 coats of durable Super Paint finish to the stucco surfaces of the main building.

CertaPro will apply 2 coats of durable Super Paint to the stucco window band trim, columns and and stucco band trim around the doors.

CertaPro will apply 2 coats of durable Super Paint to the ceiling.

CertaPro will prep, sand any rust and apply 2 coats of metal enamel to the previoulsy painted metal 6-paneled doors and casings. (NOTE: One door by the dumpster needs to be replaced)

CertaPro will caulk any falling joints or cracks using Sherwin Williams 950A (55 Yr).

CertaPro is insured, bonded and licensed in the City of Fairhope.

CertaPro will provide a written 2 year warranty.

CertaPro is insured, licensed and bonded in the City of Fairhope. We carry an A+ rating with the Better Business Bureau and have Angies List highest rating. Our commercial client list includes St Francis Anglican Church, Christ the King School, UMS Wright Academy, United Methodist Church, US Coast Guard ATC Mobile, US Navy Pascagoula, Bayside Academy, City of Daphne, City of Fairhope, Jubilee Square Mall, and the Premium Outlet Mall.

Contact John Sarenceno with the City of Fairhope for references.

CertaPro is prepared to start in January 2018 and complete the project NLT Jan 31, 2018. This project should take 10-12 days

GENERAL DESCRIPTION: Painting to: Stucco Upper Band, Stucco Decorative Band, Stucco Window Trim, Stucco Door Trim, Stucco Columns, Stucco Ceilings, Metal Doors and Wood Frames

NOTE: CertaPro will coordinate all schedules with Jim Bates to minimize the impact on the guests of the Nix Center.

NOTE: CertaPro teams will all be in full uniforms. Supervisors will be identified with gold CertaPro shirts.

NOTE: CertaPro will use premium Sherwin Williams products as outlined the specifications.

NOTE: CertaPro will follow the scope provided on Dec 21, 2017.

NOTE: CertaPro will cover and protect the awnings.

NOTE: CertaPro will provide a written 2 year warranty on our work.

NOTE: CertaPro is insured, bonded and licensed in the City of Fairhope. Contact John Sarenceno with the City of Fairhope for references.

QUESTIONABLE AREAS

Include

Exclude

Unpainted Windows; Unpainted Doors; Brick

PREPARATION

- Washing:** Power wash to remove dirt and mildew so the new finish will adhere properly.
- Caulking:** Caulk all previously caulked gaps and cracks to seal out moisture and drafts.
- Puttying:** Reglaze any putty that is brittle and can easily be removed by hand.
- Scraping:** All loose and peeling paint to ensure a firm foundation for the new paint. All layers of previous paint that show good adhesion will remain. On surfaces that have multiple layers of paint, there may be some areas of "stepped texture" due to the layering of previous paint applications.
- Repairs** When we discover any concealed damage or wood rot, we will immediately notify you and discuss your options. All carpentry will time and material at \$55/man hour.
- Sanding:** To degloss where necessary and promote adhesion of the top coat. Natural wood surfaces will not be stripped to the bare wood; they will be lightly "scuff" sanded to improve adhesion.

PRIMING	Surface Type/Area	Primer	Purpose
Wood:	Spot prime exposed wood		To seal substrate so as to allow proper finish coat "bite" for best intercoat adhesion.
Metal:	Spot prime exposed metal		To prevent further damage from rust and aid surface strength to allow for good bonding.
Masonry:	Spot prime exposed stucco		To seal surface against flashing and peeling.

FINISH COATS

Surface Area	Manufacture/Paint Type	# Coats	Color
Stucco Sliding Band	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Stucco Decorative Band	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Stucco Window Trim	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Stucco Door Trim	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Stucco Ceilings	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Stucco Columns	Sherwin Williams, Flat, Super Paint	Two	Owner Select
Wood Fascia Trim	Sherwin Williams, Satin, Super Paint	Two	Black
6-Panel Doors and Door Frames	Sherwin Williams, Metal Enamel	Two	White

Notes/Misc: OUR COMMITMENT: CertaPro Painters are professionals with a nationally backed reputation. We will adhere to accepted trade practices throughout your painting project. If we discover any concealed damage, we will notify you so we can discuss your options.

YOUR ROLE: CertaPro will provide and on site supervisor. All schedules will be coordinated with Nix Center management team. We have daily start and close meetings with our team to ensure smart project management. We request that Jim Bates schedule daily meetings with CertaPro Site Supervisor.

CHANGES: CertaPro will coordinate all changes with the Project Manager Richard Joiner. All changes will be approved with written supporting documentation.

CLEAN UP: We will store paint and equipment in areas designated by you. For safety, we will take down and store ladders. We will dispose of depleted consumables and major debris. Using our No Trace Painting process, we will leave the property as clean as we found it. Please tell us where you would like us to clean our brushes and equipment. We will strive to capture and clean up any fallen paint chips during our power washing and prep phase but there may be some small debris that remains on the ground.

SCHEDULING: We would expect this job to take approximately 10-12 days.

CUSTOMER SERVICE COMMITMENT: The goal for this job is to provide the best customer experience possible. We are a full service painting company that strives for a 5 LEVEL RATING from you. CertaPro stands by its work and offers a 2 year warranty against blistering and peeling.

PAYMENT SCHEDULE: Payment due upon completion.

DELIVERY, RECEIVING, STORAGE, HANDLING AND PROTECTION OF MATERIALS

- 1) CertaPro is responsible for the receiving, storage and safekeeping of all material to be used in the work.
- 2) CertaPro is responsible for acceptance of all shipped items verifying accuracy, and rejection of all incorrect, substandard or damaged items, including replacement and re-ordering.
- 3) Storage will be in accordance with requirements of local authorities having jurisdiction in that area.

- 4) CertaPro will be responsible for all transportation/handling costs including final delivery to job site and set-up.
- 5) Materials shall be stored in a clean, dry area that is within the acceptable temperature range per the manufacturer's instructions, or at an ambient temperature of 45 degrees and a maximum temp of 90 degrees in a ventilated area. Material shall not be frozen.
- 6) Materials are to be delivered to the site in undamaged condition and stored in an approved storage area.
- 7) Condition in container: The paint shall be free from grit, seeds, skins, lumps and livering, and shall show no more pigment settling or caking than can be reincorporated into a smooth homogenous state. In a freshly opened container, there shall be no rusting of the container.
- 8) Paint shall be Sherwin Williams factory mixed coatings, but when required, mix coatings shall be in the correct consistency in accordance with manufacturer's instructions.
- 9) CertaPro will not reduce, thin or dilute coatings or add materials to coatings unless such procedure is specifically described in these or manufacturer's instructions.
- 10) CertaPro will instruct employees in utilities conservation practices, and shall be responsible for operating under conditions that preclude the waste of utilities, to include: lights shall be used only in areas where and when work is actually being performed, doors will be kept closed when air-conditioning or heating systems are running except when opened to move materials or enter or exit the work area. Water faucets or valves shall be turned off after the required usage has been accomplished.
- 11) CertaPro shall properly ventilate and exhaust the areas in which the paint is applied. Special care and coordination shall occur at phased interior remodeling to avoid a build-up of paint fumes. This coordination with the owner and contractor shall take place prior to the application.
- 12) CertaPro is responsible to protect all finished coatings from damage until completion of project.
- 13) CertaPro will make every attempt to protect all Government and non-Government property and personnel on base from inconvenience and damage or injury.

SURFACE PREPARATION

- 1) Work shall be accomplished in accordance with OSHA Standards for safety.
- 2) Coatings are not to be applied under environmental conditions outside of manufacturer's limits.
- 3) Remove all wall plates and accessories from wall and protect from damage for reinstallation.
- 4) Protect finished surfaces in areas where paint is being applied with clean drop cloths and suitable masking.
- 5) Wall surfaces shall be free from defects and imperfections that could show through the finished covered surfaces.
- 6) The surface must be dry and in sound condition. Remove oil, dust, dirt, loose rust, peeling paint or other contamination to ensure good adhesion. Rough edges must be feather sanded to produce a smooth, tightly adhering, uniform surface. Remove all dust generated from sanding by conscientiously brushing the surface or using a dry vacuum.
- 7) Existing glossy surfaces must be dulled with sandpaper, steel wool or a commercial de-glosser.
- 8) Coatings containing strong solvents should be tested for coating compatibility on previously coated surfaces.
- 9) Sand-finished plaster shall be smoothed, cinder or cement blocks shall be plastered, or otherwise rendered smooth, and old wall covering shall be removed as well as any old caulking from any previous installations.
- 10) For new or bare drywall: do not begin application of coatings until substrates have been properly prepared. Notify Project Manager of any unsatisfactory conditions before proceeding. Any water stains or nail head stains should be sealed; nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joint must be sanded smooth and all dust removed prior to painting.
- 11) For aluminum, fiberglass or galvanized steel surfaces: Remove all oil and grease with a degreasing or solvent cleaner and then lightly roughen the surface using Scotch Bright Pads or similar. Rinse well with clean water. Areas showing rust shall be treated by applying a coat of rust pretreatment. Allow to dry overnight then apply paint or primer as needed.
- 12) For concrete surface: remove all loose mortar, dust and other foreign materials. Concrete and mortar must be cured at least 30 days at 75F. PH of the surface should be between 6 & 9. Fill in any voids with a cement patching compound.
- 13) For new or bare wood: sand surface to remove all pencil marks, dirt, smudges or scratches. Remove any oil spots, sap or pitch by wiping with clean rags dipped in xylol thinner. Fill all cracks, holes or voids using appropriate filling compound and sand smooth. Remove all dust and sanding residue by wiping with a damp cloth. Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand until smooth.
- 14) Where the manufacturer offers various primers for a particular substrate, select the primer noted as the best option by the manufacturer.
- 15) Any time paint is to be installed over existing wall covering, all seams are to be checked for peeling, and surface checked for bubbles. Existing wall covering is to be re-adhered as necessary prior to installation of

Dee Dee Brandt

From: Clint Steadham
Sent: Tuesday, January 09, 2018 12:53 PM
To: Dee Dee Brandt; Lance Cabaniss; Randy Weaver
Subject: FW: Stewarts Painting Quote

From: Jim Bates
Sent: Tuesday, January 09, 2018 12:50 PM
To: Clint Steadham <clint.steadham@cofairhope.com>
Subject: Stewarts Painting Quote

This is what was sent to me. Based on the date, it would be with them supplying materials and labor.

Jim

From: Thad Stewart [<mailto:stewartspainting101@gmail.com>]
Sent: Thursday, August 31, 2017 11:17 PM
To: Jim Bates <jim.bates@cofairhope.com>
Subject: Re: Nix Center exterior painting

Sorry I am just getting back to you. The quote for pressure washing and painting exterior of the nix center with two coats of super paint will be \$16500

Thank you
Thad

Sent from my iPhone

From: Jim Bates
Sent: Wednesday, August 09, 2017 2:41 PM
To: 'stewartspainting101@gmail.com' <stewartspainting101@gmail.com>
Subject: Nix Center exterior painting

Thad,
Thank you for coming out today to give us an estimate on painting the Nix Center. Please give me a quote using *Super Paint*. Also, I need to be assured that you will sufficiently power wash prior to paint application.
Thank you. I look forward to receiving your quote.

Jim Bates
Facility Manager
James P. Nix Center
251.928.2835 main
251.929.1447 direct

251.752.1242 cell

jim.bates@fairhopeal.gov



8386 Jonesboro
Suite A
Daphne , AL 36526

Estimator: Kevin Wilson
Phone: 251.621.1100

December 27, 2017

City of Fairhope Nix Center (rev. 12.27.17)
1 Bayou Dr
Fairhope AL 36532
251-928-2835
lance.cabaniss@cofairhope.com

Thank you for the opportunity to quote the following prices:

1. Job Description

- **Front :** Porch ceilings, Porch ceilings, Stucco surrounding front doors, Stucco window trim, Stucco columns (8), Stucco "frieze boards", Stucco "frieze boards" around carport, Wood Louvered Shutters
- **Right:** Single door and frame, Stucco surrounding doors and windows
- **Rear:** Porch ceiling, Stucco columns (2), Stucco "frieze boards" on back porch, Stucco surrounding doors and windows, Concrete sidewalk
- **Left:** Single doors and frames, Double Door and frame, Stucco surrounding door and window
- **Building:** Stucco band around building, Black trim band, Power wash Right concrete sidewalk and railing, Power wash Rear concrete sidewalk and railing, Power wash Front concrete sidewalk , Power wash Front concrete carport and apron , Soft wash/Clean areas to be painted, Power wash Left sidewalk, Stucco crows nest
- **Customer to provide all paint materials :**
- **Caulking:** Caulking all cracks and joints with caulk provided by customer

Total \$25,915.00

1. *Please take special note of job description. Pro 1 Painters is not required to perform any projects or tasks not specifically listed.

*Pro1Painters charges a 2.5% convenience fee on all payments made by credit cards

2. Interior Preparation (If Applicable)

Pro 1 Painters will cover and protect all furnishings and floors. Hardware will be removed and re-installed. This includes curtain rods, window latches, switch plates and cover plates. Door knobs, thermostats and alarm system hardware will not be removed.

We will scrape, patch and sand walls. Before applying final coats, we will re-inspect and patch walls as necessary. Wall and ceiling cracks will be filled with spackling compound. When the compound is dry, we will sand it smooth. More advanced cracks will receive an application of fiberglass joint tape, and will be spackled and sanded smooth. We also will scrape and sand rough areas created by previous paint failure.

Glossy surfaces and trim will be sanded and cleaned to assure proper paint adhesion. We will apply a stain sealer to water and tannin wood stains.

Pro 1 Painters will caulk cracks in wood trim and along wall/trim interfaces.

Pro 1 Painters will clean up and vacuum work areas at the end of each day. Debris will be taken away.

When the job is completed, unused paint will be labeled and left at the job site.

Due to the concealed conditions of existing wall coverings, it may be impossible to estimate the labor of removal and preparation necessary to achieve a properly painted or wall papered surface. Under normal conditions wall covering can be removed properly without damage to the surface; however, sometimes the substrate has not been sealed properly or other hidden conditions may exist. Due to these factors, added labor and material cost may become necessary.

3. Exterior Preparation (If Applicable)

Pro 1 Painters will protect all necessary areas with drop cloths.

Surfaces will be scraped of peeling paint and sanded. Glossy surfaces will be sanded to assure.

All cracks in wood will be filled with latex caulk to lock out moisture. If wood repairs are needed, customer will be notified. Customer may contract with Pro 1 Painters to do repairs. (See Section 10.)

Areas of bare wood will be primed.

When the job is completed, paint residue and debris will be cleaned up and taken away. Unused paint will be labeled and left at job site.

Because of conditions unseen, additional repairs/costs may become necessary. Customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs.

4. Paint

Colors must be chosen 1 week prior to the start date. An additional cost will be charged for color changes made after work begins.

Pro 1 Painters offers up to three color choices in our standard agreement. (Ceiling white is also standard and is not considered as a color choice). Each additional color will require an additional charge of \$65.00 per additional color.

Please Note : Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.

All surfaces will receive two (2) coats of finish paint and primed where necessary.

5. Marketing Agreement

Pro 1 Painters would like to display a yard sign on your lawn

6. Work Standard

Pro 1 Painters is a member of the Painting and Decorating Contractors of America.

All work is to be completed in a workman-like manner according to standard practices. Worker/s will remain on job until completion of project. Work site will be cleaned daily and upon project completion. All agreements are contingent upon the absence of strikes, accidents or delays beyond our control.

Our work procedures follow the standards of the PDCA (Painting and Decorating Contractors of America, www.pdca.org).

The painting contractor will produce a "properly painted surface." A "properly painted surface" is one that is uniform in color and sheen. It is one that is free of foreign material, lumps, skins, sags, holidays, misses, strike-through or insufficient coverage. It is a surface that is free of drips, spatters, spills or over-spray caused by the contractors' workforce performance. Compliance to meeting the criteria of a "properly painted surface" shall be determined when viewed without magnification at a distance of one meter or more under normal lighting conditions and from a normal viewing position.

7. Customer Responsibility

For your safety, no one other than employees of Pro 1 Painters is permitted in work areas. As with all home improvement projects, children and pets should be kept away from work areas and from Pro 1 Painters supplies and equipment.

It is essential that work areas be available exclusively to us, free from other tradespeople, installers, cleaners, etc. If our working space is interfered with, Pro 1 Painters may leave the job and additional charges may be incurred.

Alarms must be turned off while work is in progress.

The customer must be available to meet with Pro 1 Painters crew leader on the last day of job.

8. Special Considerations for Homes Built Prior to 1978

Pro 1 Painters will give you a very informative pamphlet, "Renovate Right." Send your acknowledgement of receipt to Kevin.pro1painters@gmail.com or 11390 U.S. Highway 31, Spanish Fort, AL 36527.

Pro 1 Painters is a certified contractor in accordance with the EPA Repair, Renovation, and Painting Rule. (Certification # NAT-26976-1, expiring April 28, 2018)

9. Unforeseen Conditions

Because of unforeseen conditions, additional repairs/costs may become necessary. The customer will be notified if any such conditions exist at time of discovery and will be required to sign an Additional Work Order for said repairs.

10. Cost

We propose to furnish material and labor -- complete and in accordance with the above specifications -- for the sum of all as stated in the beginning of this document. If you only want some of the tasks completed from the full job description, additional pricing may be required. The quoted price is valid for 30 days, unless otherwise noted.

This is only a proposal and your acceptance is subject to our approval in order to make this contract binding.

If after you agree to this work, you desire any changes or additional work, please contact us; the cost of all revisions must be agreed upon in writing. Workers are instructed not to undertake additional work without authorization.

11. Insurance

Pro 1 Painters' liability insurance and workman's compensation insurance are carried by Blackmon Insurance & Bonds (Lee Walker) [251-937-9585](tel:251-937-9585). Please feel free to contact our insurance carrier for a copy of a Certificate of Insurance.

12. Limited Warranty

Pro 1 Painters 's warranty covers labor and material for a period of 3 years. If paint failure appears, we will supply labor and materials to correct the condition without cost. This warranty is in lieu of all other warranties, expressed or implied. Our responsibility is limited to correcting the condition as indicated above.

This warranty excludes -- and in no event will Pro 1 Painters be responsible for -- consequential or incidental damages caused by accident or abuse, normal wear and tear, temperature changes, settlement or moisture; i.e., nail pops or cracks caused by expansion and/or contraction. Cracks will be properly prepared as indicated at time of job, but will not be covered under this warranty.

The exclusion also includes: Painted or stained horizontal walking surfaces (i.e. decks, floors and steps), dirt and mildew accumulation; paint failure due to rotted wood, structural defects, moisture intrusion, failure of previous paint coatings and insect infestation. These areas and situations are not warranted by Pro1Painters.

Pro 1 Painters is not responsible for differences in paint color when performing warranty work.

This warranty is transferable.

Commercial and Industrial Warranties are for a period of 12 months unless otherwise stated in this agreement.

13. Start and Completion Date and Payment Schedule

Upon your acceptance of this proposal an amendment will be sent to you with approximate start and completion dates, and dollar amount of deposit required prior to start date 35%. The balance is to be paid in full to the crew leader on the last day of the job. Progress payments will be required throughout the course of the job on projects more than \$10,000.00.

14. Acceptance of proposal

Please indicate your acceptance of this proposal by signing this copy and returning to our office or reply by email with your acceptance.

By accepting this contract, I acknowledge that I have read and understand the terms of this proposal.

_____ Date _____
Estimators Signature

_____ Date _____
Customer Signature

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 procure a New Freightliner 114 SD Chassis with New Way Sidewinder XTR 22-yard Automated Side Loader through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Bid No. 08716); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$235,000.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FM

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Garbage Truck With Automated Side Loader (3 Year Lease-To-Own)

Project Location: Sanitation Dept

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$83,293.99 (based on NJPA Bid No. 081716 with \$235,000 overall price.)

Providers: BancorpSouth Equipment Finance, or other local bank
(Procurement through Sansom Equipment Company)

Project Engineer: n/a

Order Date: n/a Lead Time: 180-220 days

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40 XXX

Expense Code: <u>001400-50470</u>	Revenue Code: _____
Acct Name: <u>Purchases Vehicles & Equipment</u>	

Project will be: Expensed _____
Inventoried _____
Capitalized XXX

Project Budgeted: \$83,400.00 (x 3 years)

(Over) Under budget amount: \$106.01

Funding: Capital funds

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

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

Capital Lease: See attached for various options Payment 3 Years Term

City Council Prior Approval? Date? No

City Treasurer
Request Received Date: 1/31/18
Request Approved Date: 2/2/18
Signatures: Michael V. Hinson CPA

Finance Director
Received Date: 2/2/18
Approved Date: 2/2/18
Signatures: Jill Cabiniss

Mayor
Received Date: 2/8/18
Approved Date: 2/15/18
Signatures: Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Date: January 29, 2018

Re: Request Greensheet and City Council approvals for procurement by Bank LEASE-TO-OWN one (1) **Garbage Truck with Automated Side Loader** for the **Sanitation Department**.

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Sanitation Department has requested one (1) **New Freightliner SD114 Chassis with New Way Sidewinder XTR 22 yd. Automated Side Loader**. The quotes for the equipment are from the NJPA contract #081716. This procurement can be accomplished through a Bank Lease-To-Own option for a three-year period with ownership at the end of the three years, with no balloon payment. Two quotes for this lease-to-purchase program were obtained with 3, 4, & 5 years payments, see attached.

The total cost of the procurement by a **three (3) year bank Lease-To-Own** has been quoted **TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00)** including freight, as quoted through **BANCORPSOUTH EQUIPMENT FINANCE** at a rate of **3.09%** for a 36-month lease (see attached quotation) **The approximate lease payments are \$6,843.41 for 36 months, OR, \$83,293.99 for three ANNUAL payments.** The local dealer handling the procurement is Sansom Equipment Company, of Mobile, Al. Once the Sanitation Dept receives notice of impending completion of the equipment, it will be incumbent upon the Treasurer, Finance Director, and the Mayor to negotiate with local banks for the best rates for the three-year lease at the quoted price **\$235,000.00** on a complete unit (see attached NJPA quote)

DELIVERY ARO. Approximately 180-220 days

****NOTE: This quote by BancorpSouth Equipment Finance is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.

Please compose a greensheet and move forward for Council approval, this bank lease-to-own procurement request for one (1) New Freightliner 114 SD Chassis with New Way Sidewinder XTR 22 yard Automated Side Loader. There may be thirty-six (36) monthly payments of approximately \$6,843.71, OR, 3 annual payments of approximately \$83,293.99 for a total buy of TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000.00), through BancorpSouth Equipment Finance, or another local bank.

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



Bank Lease-to-Own Options - FY2018

Lender - Hancock/Whitney - 3 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,426.36	\$106,426.36	\$106,426.36	\$0.00	\$0.00	\$0.00	3.18%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,824.99	\$57,824.99	\$57,824.99	\$0.00	\$0.00	\$0.00	\$19,279.08
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$0.00	\$10,474.97
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$0.00	\$15,101.93
Totals:		\$933,000.00	\$330,985.97	\$330,985.97	\$330,985.97	\$0.00	\$0.00	\$0.00	\$59,957.91

Lender - Hancock/Whitney - 4 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,287.92	\$81,287.92	\$81,287.92	\$81,287.92	\$0.00	\$0.00	3.30%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,166.43	\$44,166.43	\$44,166.43	\$44,166.43	\$0.00	\$0.00	\$25,151.68
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$13,665.72
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$19,702.12
Totals:		\$933,000.00	\$252,805.41	\$252,805.41	\$252,805.41	\$252,805.41	\$0.00	\$0.00	\$78,221.64

Lender - Hancock/Whitney - 5 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,312.74	\$66,312.74	\$66,312.74	\$66,312.74	\$66,312.74	\$0.00	3.43%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$36,029.92	\$36,029.92	\$36,029.92	\$36,029.92	\$36,029.92	\$0.00	\$31,563.70
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$17,149.60
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$24,724.90
Totals:		\$933,000.00	\$206,232.62	\$206,232.62	\$206,232.62	\$206,232.62	\$206,232.62	\$0.00	\$98,163.10

Lender - Bancorp South - 3 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,332.75	\$106,332.75	\$106,332.75	\$0.00	\$0.00	\$0.00	3.09%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,774.13	\$57,774.13	\$57,774.13	\$0.00	\$0.00	\$0.00	\$18,998.25
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$0.00	\$10,322.39
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$0.00	\$14,881.97
Totals:		\$933,000.00	\$330,694.86	\$330,694.86	\$330,694.86	\$0.00	\$0.00	\$0.00	\$59,084.58

Lender - BancorpSouth - 4 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,166.13	\$81,166.13	\$81,166.13	\$81,166.13	\$0.00	\$0.00	3.19%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,100.27	\$44,100.27	\$44,100.27	\$44,100.27	\$0.00	\$0.00	\$24,664.52
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$13,401.08
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$19,320.56
Totals:		\$933,000.00	\$252,426.68	\$252,426.68	\$252,426.68	\$252,426.68	\$0.00	\$0.00	\$76,706.72

Lender - BancorpSouth - 5 Year Option		Purchase Cost	Payment Schedule					Interest Rate %	
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,047.02	\$66,047.02	\$66,047.02	\$66,047.02	\$66,047.02	\$0.00	3.24%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$35,885.55	\$35,885.55	\$35,885.55	\$35,885.55	\$35,885.55	\$0.00	\$30,235.10
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$16,427.75
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$22,184.15
Totals:		\$933,000.00	\$204,806.23	\$204,806.23	\$204,806.23	\$204,806.23	\$204,806.23	\$0.00	\$91,031.15



1/8/2018

Sent via: richard.johnson@fairhopeal.gov

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Fairhope
3. Equipment Description: 2018 Freightliner 114SD New Way SideWinder XTR Automatic Garbage Loader
4. Equipment Cost: \$235,000.00
5. Lease Term: 3, 4 or 5 Years
6. Lease Payments:
(These are approximate payment amounts. The actual payment will be determined at funding date.)

36 monthly payments of \$6,843.41
48 monthly payments of \$5,221.32
60 monthly payments of \$6,848.59

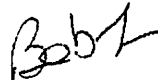
3 annual payments of \$83,293.99
4 annual payments of \$68,580.14
5 annual payments of \$51,436.83
Arrears
7. Lease Rate: 36 – 3.09%, 48 – 3.19%, 60 - 3.24%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.

- 9. Purchase Option: Title is passed to Lessee at lease expiration for no further consideration.
- 10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
- 11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/31/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.



Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

From: King, Jonathan
To: Richard Johnson
Subject: RE: Municipal Lease to Own Program
Date: Thursday, January 04, 2018 4:11:06 PM

Richard,

Below are the ballpark rates and annual payments amount. Please note that these rates are Bank Qualified Tax Exempt. If the City intends on issuing more than \$10MM in total debt in Calendar year 2018, then the rates will be higher. Thanks and let me know if you need anything else.

1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - \$300,000.00 -
Rate of 3.18% - 3 Annual payments of **\$106,426.36**


Rate of 3.30% - 4
Annual payments
of **\$81,287.92**

Rate of 3.43% - 5
Annual payments
of **\$66,312.74**

2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - \$163,000.00 -
Rate of 3.18% - 3 Annual payments of **\$57,824.99**

Rate of 3.30% - 4 Annual
payments of **\$44,166.43**

Rate of 3.43% - 5 Annual payments of **\$36,029.92**

 3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 -
Rate of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of
3.30% - 4
Annual
payments
of
\$63,675.53

Rate of
3.43% - 5
Annual
payments
of
\$51,944.98

4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 - Rate
of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of 3.30% - 4 Annual payments of **\$63,675.53**

Rate of 3.43% - 5 Annual payments of **\$51,944.98**

Jonathan King | Public Finance Lender
Vice President | Hancock Bank
2510 14th St. Gulfport, MS. 39501
Phone#228-563-5709 | Cell #228-223-4642
Fax #228-563-5721



From: Richard Johnson [mailto:richard.johnson@fairhopeal.gov]
Sent: Thursday, January 04, 2018 2:15 PM
To: King, Jonathan
Subject: Municipal Lease to Own Program

Jonathan:

Sanitation equipment for FY2018:

1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - \$300,000.00
2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - \$163,000.00
- * 3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00
4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00

Need municipal leasing rates and payments by equipment type, for 3, 4 & 5 years, own at conclusion of lease, no balloon or payoff. Annual payments.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
richard.johnson@fairhopeal.gov
Office : 251-929-0360
Cell: 251-423-7418

Learn about our Commitment to Service: www.hancockwhitney.com/commitment-to-service

This E-Mail transmission (and/or the documents accompanying it) may contain information belonging to the sender which is confidential, privileged and/or exempt from disclosure under applicable law. The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this E-Mail transmission in error, please immediately notify us by return E-Mail or telephone to arrange for return of its contents including any documents.



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

09/11/2017

Mr. Arthur Bosarge
City of Fairhope
555 S. Section Street
Fairhope, AL 36533

Dear Mr. Bosarge,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. **One (1) New/Unused Freightliner SD114 Chassis w/ New Way Sidewinder XTR 22 yard Automated Side Loader** delivered to The City of Fairhope by Jeff Bodiford with Sansom Equipment Company, each for

(1) One Unit Cost	
Subtotal	\$ 231,540.00
Tax (0%)	\$ 00.00
Total for One Unit	\$ 231,540.00
-per the attached specifications	

This vehicle(s) is available under the National Joint Powers Alliance Bid Number 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
Office (855) 289-6572
Fax (831) 480-8497



TOYOTA



Sales Rep: Jeff Bodiford
 Cell: (251) 298-9398
 Email jeffb@secequip.com

Quote

Date 9/11/2017
 Quote # 201701854

City of Fairhope

TO:
 Arthur Bosarge
 555 S. Section Street
 Fairhope, Alabama, 36533

Quote Status	Shipping Terms	Delivery In Days	Payment Terms
NJPA Quote	Freight Included	180 - 220 Days	Due on receipt

1	New Way Sidewinder XTR Automated Side Loading Refuse Body - includes: 22 yard Capacity Body, Halogen Back Up Lights (Mid-Body & Rear Tailgate), Center Mount Tailgate Strobe Light, Integrated Stone Light System (Upper & Lower Tailgate, Upper Front Body Bulkhead), 7 inch LCD Monitor (Hopper, Arm & Rear View), Hydraulic Filter Bypass Indicator, Quick Connect Hydraulic Port, Secondary Arm Controls (Under passenger seat), Arm Cycle Counter, Pre-Crusher Panel, Hopper Access Ladder and 10 lb Fire Extinguisher.
1	New Way Extended Warranty: One year coverage on body structure. Three years coverage on hydraulic components & hydraulic cylinders.
1	2018 Freightliner 114SD Conventional Cab Chassis - Includes: Cummins ISL-9 Diesel Engine, Allison 4000 Series Transmission. Cummins PP1 5 year Extended Engine Warranty w After-treatment Device Coverage, Allison Transmission 5 year Extended Warranty.
1	Reference: National Joint Powers Alliance Bid # 081716 per National Auto Fleet Group, Attn: Jesse Cooper
1	Third Year Anniversary Trade In Value - \$80,000.

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 procure a New Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 070313-PII); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$163,000.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 5 '18 PM 2:24

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body (3 Year Lease-To-Own)

Project Location: Sanitation Dept

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$57,774.13 (based on NJPA Contract #070313-PII with \$163,000 overall price.)

Providers: BancorpSouth Equipment Finance, or other local bank
(Procurement through Petersen Industries)

Project Engineer: n/a

Order Date: n/a Lead Time: 180-220 days

Department Funding This Project							
General XXX	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	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			XXX

Expense Code: 001400-50470 Revenue Code: _____
 Acct Name: Purchases Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

Project Financed By:
 Grant: _____

Federal - not to exceed amount
 State
 City

Project Budgeted: \$57,900.00 (x 3 years)

(Over) Under budget amount: \$125.87

Bond: _____
 Loan: _____

Title _____ Year
 Title _____ Year

Funding: Capital funds

Capital Lease: See attached for various options

Payment 3 Years Term

City Council Prior Approval? Date? No

City Treasurer
 Request Received Date: 1/31/18
 Request Approved Date: 2/2/18
 Signatures: Michael V. Hinson
 Michael V. Hinson CPA

Finance Director
 Received Date: 2/2/18
 Approved Date: 2/2/18
 Signatures: Jill Cabiles
 Jill Cabiles

Mayor
 Received Date: 2/5/18
 Approved Date: 2/5/18
 Signatures: Mayor Karin Wilson
 Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Michael Hinson, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk

Date: January 29, 2018

Re: Request Greensheet and City Council approvals for procurement by Bank LEASE-TO-OWN, one (1) New Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body for the Sanitation Department.

The Sanitation Department has requested one (1) **New Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body**. The quotes for the equipment are from the NJPA contract #070313-P11. This procurement can be accomplished through a Bank Lease-To-Own option for a three-year period with ownership at the end of the three years, with no balloon payment. Two quotes for this lease-to-purchase program were obtained with 3,4, & 5 years payments, see attached.

The total cost of the procurement by a three (3) year bank Lease-To-Own has been quoted **ONE HUNDRED SIXTY-THREE THOUSAND DOLLARS (\$163,000.00)** including freight, as quoted through **BANCORPSOUTH EQUIPMENT FINANCE** at a rate of 3.09% for a 36-month lease (see attached quotation) **The approximate lease payments are \$4,746.71 for 36 months, OR, \$57,774.13 for three ANNUAL payments.** The dealer handling the procurement is **Petersen Industries** of Lake Wales, FL. Once the Sanitation Dept receives notice of impending completion of the equipment, it will be incumbent upon the Treasurer, Finance Director, and the Mayor to negotiate with local banks for the best rates for the three-year lease at the quoted price **\$163,000.00** on a complete unit (see attached NJPA quote)

DELIVERY ARO. Approximately 180-220 days

****NOTE: This quote by BancorpSouth Equipment Finance is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.

Please compose a greensheet and move forward for Council approval, this bank lease-to-own procurement request for one (1) New Freightliner M-2 Chassis with Peterson Lightning Loader Trash Body. There may be thirty-six (36) monthly payments of approximately \$4,746.71, OR, 3 annual payments of approximately \$57,774.13 for a total buy of \$163,000.00, through BancorpSouth Equipment Finance, or another local bank.

Cc, file



Bank Lease-to-Own Options - FY2018

Lender - Hancock/Whitney - 3 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,426.36	\$106,426.36	\$106,426.36	\$0.00	\$0.00	\$0.00	\$19,279.08
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,824.99	\$57,824.99	\$57,824.99	\$0.00	\$0.00	\$0.00	\$10,474.97
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$0.00	\$15,101.93
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$0.00	\$15,101.93
Totals:		\$933,000.00	\$330,985.97	\$330,985.97	\$330,985.97	\$0.00	\$0.00		\$59,957.91

Lender - Hancock/Whitney - 4 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,287.92	\$81,287.92	\$81,287.92	\$81,287.92	\$0.00	\$0.00	\$25,151.68
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,166.43	\$44,166.43	\$44,166.43	\$44,166.43	\$0.00	\$0.00	\$13,665.72
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$19,702.12
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$19,702.12
Totals:		\$933,000.00	\$252,805.41	\$252,805.41	\$252,805.41	\$252,805.41	\$0.00		\$78,221.64

Lender - Hancock/Whitney - 5 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,312.74	\$66,312.74	\$66,312.74	\$66,312.74	\$66,312.74	\$0.00	\$31,563.70
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$36,029.92	\$36,029.92	\$36,029.92	\$36,029.92	\$36,029.92	\$0.00	\$17,149.60
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$24,724.90
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$24,724.90
Totals:		\$933,000.00	\$206,232.62	\$206,232.62	\$206,232.62	\$206,232.62	\$206,232.62		\$98,163.10

Lender - Bancorp South - 3 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,332.75	\$106,332.75	\$106,332.75	\$0.00	\$0.00	\$0.00	\$18,998.25
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,774.13	\$57,774.13	\$57,774.13	\$0.00	\$0.00	\$0.00	\$10,322.39
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$0.00	\$14,881.97
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$0.00	\$14,881.97
Totals:		\$933,000.00	\$330,694.86	\$330,694.86	\$330,694.86	\$0.00	\$0.00		\$59,084.58

Lender - BancorpSouth - 4 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,166.13	\$81,166.13	\$81,166.13	\$81,166.13	\$0.00	\$0.00	\$24,664.52
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,100.27	\$44,100.27	\$44,100.27	\$44,100.27	\$0.00	\$0.00	\$13,401.08
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$19,320.56
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$19,320.56
Totals:		\$933,000.00	\$252,426.68	\$252,426.68	\$252,426.68	\$252,426.68	\$0.00		\$76,708.72

Lender - BancorpSouth - 5 Year Option		Purchase Cost	Payment Schedule					Balloon	Interest Rate %
#	Equipment Description		FY2018	FY2019	FY2020	FY2021	FY2022		
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,047.02	\$66,047.02	\$66,047.02	\$66,047.02	\$66,047.02	\$0.00	\$30,235.10
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$35,885.55	\$35,885.55	\$35,885.55	\$35,885.55	\$35,885.55	\$0.00	\$16,427.75
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$22,184.15
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$22,184.15
Totals:		\$933,000.00	\$204,806.23	\$204,806.23	\$204,806.23	\$204,806.23	\$204,806.23		\$81,031.15



1/8/2018

Sent via: richard.johnson@fairhopeal.gov

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Fairhope
3. Equipment Description: 2018 Freightliner M-2 w/ Petersen Loader Body
4. Equipment Cost: \$163,000.00
5. Lease Term: 3, 4 or 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

36 monthly payments of \$4,746.71
48 monthly payments of \$3,621.60
60 monthly payments of \$2,946.31

3 annual payments of \$57,774.13
4 annual payments of \$44,100.27
5 annual payments of \$35,885.55
Arrears
7. Lease Rate: 36 - 3.09%, 48 - 3.19%, 60 - 3.24%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for

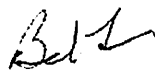
no further consideration.

- 10. Non-appropriation/Termination: The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
- 11. Bank Qualification: This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. Tax Status: This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. Net Lease: This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. Financial Statements: Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. Lease Documentation: This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/31/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.



Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____

Title

Date: _____

From: King, Jonathan
To: Richard Johnson
Subject: RE: Municipal Lease to Own Program
Date: Thursday, January 04, 2018 4:11:06 PM


Richard,

Below are the ballpark rates and annual payments amount. Please note that these rates are Bank Qualified Tax Exempt. If the City intends on issuing more than \$10MM in total debt in Calendar year 2018, then the rates will be higher. Thanks and let me know if you need anything else.

1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - \$300,000.00 -
Rate of 3.18% - 3 Annual payments of **\$106,426.36**

Rate of 3.30% - 4
Annual payments
of **\$81,287.92**

Rate of 3.43% - 5
Annual payments
of **\$66,312.74**

 2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - \$163,000.00 -
Rate of 3.18% - 3 Annual payments of **\$57,824.99**

Rate of 3.30% - 4 Annual
payments of **\$44,166.43**

Rate of 3.43% - 5 Annual payments of **\$36,029.92**

3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 -
Rate of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of
3.30% - 4
Annual
payments
of
\$63,675.53

Rate of
3.43% - 5
Annual
payments
of
\$51,944.98

4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 -
Rate of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of 3.30% - 4 Annual payments of **\$63,675.53**

Rate of 3.43% - 5 Annual payments of **\$51,944.98**

Jonathan King | Public Finance Lender
Vice President | Hancock Bank
2510 14th St. Gulfport, MS. 39501
Phone#228-563-5709 | Cell #228-223-4642
Fax #228-563-5721



From: Richard Johnson [mailto:richard.johnson@fairhopeal.gov]
Sent: Thursday, January 04, 2018 2:15 PM
To: King, Jonathan
Subject: Municipal Lease to Own Program

Jonathan:

Sanitation equipment for FY2018:

1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - \$300,000.00
- * 2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - \$163,000.00
3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00
4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00

Need municipal leasing rates and payments by equipment type, for 3, 4 & 5 years, own at conclusion of lease, no balloon or payoff. Annual payments.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
richard.johnson@fairhopeal.gov
Office : 251-929-0360
Cell: 251-423-7418

Learn about our Commitment to Service: www.hancockwhitney.com/commitment-to-service

This E-Mail transmission (and/or the documents accompanying it) may contain information belonging to the sender which is confidential, privileged and/or exempt from disclosure under applicable law. The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this E-Mail transmission in error, please immediately notify us by return E-Mail or telephone to arrange for return of its contents including any documents.



4000 S.R. 60 West, Lake Wales, FL 33859
 (863) 676-1493 * (800) 930-5623
 Fax: 863-676-6844

PURCHASE AGREEMENT

Customer: Fairhope, City of (AL)

Purchaser: City of Fairhope, AL

Thru: NJPA Contract #070313-PII

Date: July 28, 2017

Please accept our offer to purchase the Petersen Lightning Loader® System and/or other items specified below subject to the terms and conditions set forth on all pages of this order, including the terms and conditions concerning warranty.

Order Received: 7/25/2017

Petersen Order Number: 20172791

Customer's Purchase Order Number: 20174645-00

One (1) new Petersen model TL-3 Lightning Loader® with QUADSTICK® controls, heavy duty swing motor, grating heat shield, standard bucket 60", boom-up warning light/audible alarm, hose guards – head & valve bank, tool box – truck frame mounted under body, HD control box throttle engine kill & horn, tandem pump assembly, and paint loader: PI Orange.

One (1) new Petersen model 1824 TBS Standard body with standard barn doors, PI self-winding load covering device, wire loom for body wiring, LED type body lights – 15 each, amber LED flashers in rear corner post, ANSI Z245 package, and paint body: PI Black.

One (1) new 2018 Freightliner M2-106 chassis with Cummins L9, Allison transmission 3500 RDS, 300 HP.

Equipment is to be mounted on a Freightliner chassis provided by Petersen Industries, Inc.

Completion date 90-120 days after actual chassis arrival or quoted arrival, whichever is later.

NOTE: Delivery charges are subject to change without notice.

Petersen Industries, Inc. to arrange delivery of unit to the City of Fairhope (555 S. Section Street, Fairhope, AL 36533) with one (1) Petersen Owner's Manual and one (1) Operator's Training DVD.

PURCHASER ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS ALL THE TERMS AND CONDITIONS SET FORTH HEREIN AND THE APPLICABLE NEW LIGHTNING LOADER® WARRANTY PROVIDED TO HIM TOGETHER WITH ITS LIMITATIONS AND EXCLUSIONS, ALL OF WHICH ARE PART OF THIS PURCHASE AGREEMENT JUST AS IF FULLY SET FORTH ON THE FACE PAGE HEREOF.

Seller

Purchaser

Petersen Industries, Inc.
 4000 S.R. 60 West
 Lake Wales, FL 33859

Signed: _____

Title: _____

Name: City of Fairhope

Address: P.O. Box Drawer 429
 Fairhope, AL 36533

By: _____
 Sales Representative

Attn: Dale Linder
 Phone: 251-928-8003

Total Selling Price:	\$ 147,292.04
Delivery Cost:	\$ 1,333.00
State & Local Taxes:	Customer Resp.
Other Charges:	n/a
Total Sale:	\$ 148,625.04
Cash Deposit w/order:	\$ not required
Cash Due On Delivery:	not required
Total Due Net 30:	\$ 148,625.04
Units will be invoiced separately upon completion	

Order Acknowledgement



Order No Order Date Page
 20172791 7/28/2017 1

Customer Purchase Order
 20174645-00

NJPA Contract No: 07013-PII

Bill To:

CITY OF FAIRHOPE
 P. BOX DRAWER 429
 FAIRHOPE, AL 36533
 US

Ship To:

CITY OF FAIRHOPE
 555 S. Section Street
 FAIRHOPE, AL 36533
 US

END USER: FAIRHOPE, CITY OF (AL)

No Chassis Before: JUNE

Unit Completion Date: 90-120

Customer	Payment terms	Ship Date
	Ship via	PPD/COL
2387	Net 30	A.S.A.P.
	DRIVE AWAY	

Shipping Instructions

Item No	Quantity	UOM	Unit price	Disc Pct	Extended price
LOADER AS CONFIGURED BELOW	1.00	EA	45,543.00	2.00%	44,632.14

Components

Quantity	UOM	unit price
0.TL3	1.00 EA	41,790.00
MODEL TL3 BASE LOADER		
03.11SAI	1.00 EA	0.00
HEAVY DUTY SWING MOTOR		
01.11MQCA	1.00 EA	2,648.00
QUADSTICK MECH CONTROLS (UPGRADE)		
01.24	1.00 EA	249.00
GRATING HEAT SHIELD (FOR DUAL CONTROLS ONLY)		
07.10SB60	1.00 EA	0.00
STANDARD BUCKET 60"		
10.04 BUWL	1.00 EA	0.00
BOOM-UP WARNING LIGHT/AUDIBLE ALARM		
12.05 HG	1.00 EA	268.00
HOSE GUARDS- HEAD & VALVE BANK		
8.41 TB TFM	1.00 EA	588.00
TOOL BOX, TRUCK FRAME MOUNTED UNDER BODY (ADD-ON)		
11.02 LBPIO	1.00 EA	0.00
LOADER SINGLE COLOR PI ORANGE		
12.36 HD	1.00 EA	0.00
HD CONTROL BOX THROTTLE ENGINE KILL & HORN		
12.02 TP	1.00 EA	0.00
TANDEM PUMP IN LIEU OF SINGLE 18 GMP		

8.0 DUMP BODY AS CONFIGURED BELOW	1.00	EA	19,389.00	2.00%	19,001.22
--------------------------------------	------	----	-----------	-------	-----------

Components

Quantity	UOM	unit price
8.11 1824-TBS	1.00 EA	18,237.00

MODEL TB-1824 TRASH BODY
 STANDARD 18FT X 24 CU. YD.

Order Acknowledgement



Order No 20172791	Order Date 7/28/2017	Page 2
-----------------------------	--------------------------------	------------------

Customer Purchase Order
20174645-00

NJPA Contract No: 07013-PII

Item No	Quantity	UOM	Unit price	Disc Pct	Extended price
8.36 PISWLCD PI SELF-WINDING LOAD COVERING DEVICE (ADD-ON)	1.00	EA		828.00	
8.40 S-BD STANDARD BARN DOORS FOR BODY	1.00	EA		0.00	
8.47 WL-BW WIRE LOOM FOR BODY WIRING	1.00	EA		0.00	
10.09 LED LED TYPE BODY LIGHTS, 15 EA.	1.00	EA		0.00	
10.10 LED FLASH AMBER LED FLASHERS IN REAR CORNER POST	1.00	EA		324.00	
8.77ANSI ANSI Z245 PACKAGE	1.00	EA		0.00	
11.02B BODY COLOR: BLACK	1.00	EA		0.00	
CHASSIS-OTHER 2018 FREIGHTLINER M2 106	1.00	EA	85,366.00	2.00%	83,658.68

DALE LINDER / 251 928 8003

Sales amount:	147,292.04
Sales tax:	0.00
Misc. Charge:	0.00
Freight Charge:	1,333.00
Total	148,625.04

SIGNATURE	DATE
-----------	------

Terms and Conditions

This Purchase Agreement constitutes the entire agreement of the parties hereto with respect to the purchase and sales of the Lightning Loader® and/or other products described and referred to on the face page hereof, all prior representations and understanding having been merged herein. This agreement may not be modified or terminated orally. No claimed modification, termination, or waiver of any of its provisions shall be valid unless in writing signed by the party to be bound thereby. The terms and conditions hereof and of the Lightning Loader® warranty supersede and cancel any terms contained in any other documents to the extent they are inconsistent herewith. This Purchase Agreement becomes a binding contract when it signed by both parties hereto on the face page hereof. Purchaser and Seller agree that this contract between them is subject to the following:

- 1. Payment:** All products listed herein are sold for cash, payable in lawful money of the United States of America, or by check drawn upon and duly certified by a bank satisfactory to Seller and payable in such money unless otherwise specified on the face page hereof.
- 2. Subsequent Orders:** Purchaser agrees to pay, in addition to the price specified on the face page hereof, for all additional equipment not specified herein but subsequently ordered.
- 3. Force Majeure:** Seller shall not be liable for failure to deliver or delays in delivery due to causes beyond its control, including but not limited to strikes, lockouts or other labor difficulties, machinery breakdowns, inability to obtain shipping space or transportation, delays of carriers of suppliers, fires, floods, acts of God, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders. In such event, Purchaser's sole remedy and Seller's sole liability for failure to deliver, or delay in delivery, will be limited to the return of that part of the purchase price which Purchaser may have paid to Seller.
- 4. Taxes:** All sales, excise and similar taxes which Seller may be required to pay or collect with respect to the Lightning Loader® products shall be for the account of Purchaser, except as otherwise required by law. If Purchaser claims exemption from applicable sales tax, a tax exemption certificate must be provided Seller at least ten days prior to delivery.
- 5. EXCEPT AS STATED ON THE FACE HEREOF NO WARRANTY WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS OR SHALL BE APPLICABLE TO PRODUCTS SOLD HEREUNDER. SELLER AND ITS DIRECT AND INDIRECT SUPPLIERS/VENDORS SHALL HAVE NO OTHER OR FURTHER LIABILITY BY REASON OF THE MANUFACTURE OR SALE OF ANY PRODUCTS SOLD HEREUNDER OR OF THEIR USE, WHETHER ON THE BASIS OF BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER OR ITS DIRECT OR INDIRECT SUPPLIER/VENDORS BE LIABLE FOR GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS).**
- 6. Enforceability:** In the event any provision of this Agreement is prohibited by a invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without affecting the remainder of such provision or the remaining provisions of this agreement which shall continue in full force and effect.
- 7. Applicable Law and Venue:** This agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties hereto, their successors, or assigns. In the event any legal action is taken in connection with this agreement, the proper venue for said action shall be in Polk County, Florida.

Petersen Industries, Inc.

Standard Terms and Conditions

1. Payment in net 30 days after delivery with approved credit; otherwise C.O.D. In some instances, a deposit may be required upon order acceptance.
2. Multiple unit orders will be invoiced individually as they are completed.
3. Delivery Cost: F.O.B. Lake Wales, Florida unless otherwise stated in quotation.
4. Price does not include taxes of any kind unless specifically noted in quotation.
5. Price valid for sixty (60) days from quotation date.
6. Price excludes any fees, taxes, export packaging or any cost other than the quoted product installation at the factory in Lake Wales, Florida, unless otherwise noted on quotation.
7. The quoted price is calculated under the assumption that the loader-body is to be installed on a conventional cab/chassis meeting Petersen's minimum recommended specifications for model quoted. Additional charges may be incurred if other chassis are supplied.
8. The completion date quoted is only valid for the number of units priced in the quotation letter. Any additional units ordered off this quotation may have later completion dates. Until a signed purchase agreement is received, quoted delivery dates are subject to prior commitment.
9. All prices quoted include the following Petersen standard paint/colors only unless otherwise stated on quotation. Loader: Orange, industrial grade enamel. Body: Black, industrial grade enamel.
10. Standard Warranty includes three-year major structural and one-year hydraulics.
11. Price does not include cost of cab/chassis unless otherwise stated in quotation.
12. A training DVD and/or training by a factory representative, at our plant, is included with all loader purchases. Additional training at a location selected by the customer is also available for an additional cost.



Terms and Conditions

This Purchase Agreement constitutes the entire agreement of the parties hereto with respect to the purchase and sales of the Lightning Loader® and/or other products described and referred to on the face page hereof, all prior representations and understanding having been merged herein. This agreement may not be modified or terminated orally. No claimed modification, termination, or waiver of any of its provisions shall be valid unless in writing signed by the party to be bound thereby. The terms and conditions hereof and of the Lightning Loader® warranty supersede and cancel any terms contained in any other documents to the extent they are inconsistent herewith. This Purchase Agreement becomes a binding contract when it signed by both parties hereto on the face page hereof. Purchaser and Seller agree that this contract between them is subject to the following:

- 1. Payment:** All products listed herein are sold for cash, payable in lawful money of the United States of America, or by check drawn upon and duly certified by a bank satisfactory to Seller and payable in such money unless otherwise specified on the face page hereof.
- 2. Subsequent Orders:** Purchaser agrees to pay, in addition to the price specified on the face page hereof, for all additional equipment not specified herein but subsequently ordered.
- 3. Force Majeure:** Seller shall not be liable for failure to deliver or delays in delivery due to causes beyond its control, including but not limited to strikes, lockouts or other labor difficulties, machinery breakdowns, inability to obtain shipping space or transportation, delays of carriers of suppliers, fires, floods, acts of God, war or other outbreak of hostilities, mobilization, civil commotion, riots, embargoes and domestic or foreign governmental regulations or orders. In such event, Purchaser's sole remedy and Seller's sole liability for failure to deliver, or delay in delivery, will be limited to the return of that part of the purchase price which Purchaser may have paid to Seller.
- 4. Taxes:** All sales, excise and similar taxes which Seller may be required to pay or collect with respect to the Lightning Loader® products shall be for the account of Purchaser, except as otherwise required by law. If Purchaser claims exemption from applicable sales tax, a tax exemption certificate must be provided Seller at least ten days prior to delivery.
- 5. EXCEPT AS STATED ON THE FACE HEREOF NO WARRANTY WHETHER OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS OR SHALL BE APPLICABLE TO PRODUCTS SOLD HEREUNDER. SELLER AND ITS DIRECT AND INDIRECT SUPPLIERS/VENDORS SHALL HAVE NO OTHER OR FURTHER LIABILITY BY REASON OF THE MANUFACTURE OR SALE OF ANY PRODUCTS SOLD HEREUNDER OR OF THEIR USE, WHETHER ON THE BASIS OF BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE. IN NO EVENT SHALL SELLER OR ITS DIRECT OR INDIRECT SUPPLIER/VENDORS BE LIABLE FOR GENERAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES RELATING TO PROPERTY DAMAGE OR ECONOMIC LOSS (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OR LOSS OF PROFITS).**
- 6. Enforceability:** In the event any provision of this Agreement is prohibited by a law invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without affecting the remainder of such provision or the remaining provisions of this agreement which shall continue in full force and effect.
- 7. Applicable Law and Venue:** This agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the parties hereto, their successors, or assigns. In the event any legal action is taken in connection with this agreement, the proper venue for said action shall be in Polk County, Florida.



4000 SR 60 West
Lake Wales, Florida 33859
(863) 676-1493
www.petersenind.com

Trash Lightning Loader® Warranty

Petersen Industries, Inc. ("Petersen") warrants each new Lightning Loader® and/or Trash Body it manufactures and each new part and component sold by Petersen (except those excluded by Section 5 below) to be free from defects in material and workmanship, provided the Lightning Loader® parts and components are operated and maintained in accordance with Petersen's published operating and maintenance instructions applicable thereto. This warranty is subject to the terms and conditions stated below.

1. **Warrantor:** This warranty is granted by Petersen Industries, Inc. 4000 SR 60 West, Lake Wales, Florida 33859. All warranty work must be accomplished by Petersen Industries, Inc. at its factory in Lake Wales, Florida or by such other facility specifically authorized by Petersen. All warranty work performed by a facility other than Petersen must be approved by Petersen in writing prior to commencement of said work.

2. **Parties to Whom Warranty is Extended:** This warranty shall be extended to any buyer and to any person to whom this product is transferred during the duration of this warranty.

3. **Duration of Warranty:** The time periods applicable to the warranty of the specified component parts of this Lightning Loader® are as follows:

- a) Lightning Loader® Major Structural Component Parts - 3 years
- b) Non-hydraulic Replacement Parts - 1 year
- c) Hydraulic Components - 1 year
- d) Dynamic Oil Heavy Duty Rotary Actuator * - 2 years *Does not apply to SAI or HA36*

4. Parts and component parts installed by Petersen are covered by this warranty except those parts and component parts excluded by Section 5 below.

5. **Parts and Components Not Covered:** The following parts and components are not covered by the warranty:

- a) any part or component not installed by Petersen Industries, Inc.;
- b) any part of the vehicle cab, chassis, tires or engine (any warranty of these parts and components is provided by the original manufacturer);
- c) any part or component that shall have been subject to misuse, negligence, or accident;
- d) any part or component that shall have deteriorated from extraordinary wear or exposure;
- e) expendable items that would normally be replaced within the warranty period (e.g. hydraulic hoses on end of boom, brake washers between bucket and boom, oil, filters, light bulbs).

6. **Procedure for Obtaining Performance Under this Warranty:** In order to qualify under this warranty, the owner must notify Petersen Industries, Inc. within thirty (30) days of discovery of the defect and promptly deliver the Lightning Loader® or defective part to Petersen Industries, Inc. at its factory in Lake Wales, Florida, or if requested by Petersen to such other authorized facility designated by Petersen.

Upon receipt of such Lightning Loader®, part or component, if it is found not to be defective in material or workmanship, Petersen shall notify the owner of such fact and request instructions for the return of such Lightning Loader®, part or component to the owner.

All costs of transporting Lightning Loader®(s) to and from Petersen Industries, Inc. or such other authorized facility designated by Petersen shall be paid by owner.

7. **Remedy:** If, within the duration of this warranty, a part or component covered by this warranty proves to be defective in material or workmanship, then the sole and exclusive remedy and Petersen's sole responsibility shall be at Petersen's option, the repairing of the defective part or component or replacing of the same. Parts and labor shall be at the expense of Petersen. The replacement part or component supplied pursuant to this warranty shall be warranted only for the remainder of the warranty period applicable to the defective part or component.

8. **Design Changes:** Petersen reserves the right to make changes in the design or material of its products without incurring any obligation to incorporate such changes in any product previously manufactured.

9. **Exclusion and Disclaimers:** This warranty does not extend to normal maintenance services such as cleaning, greasing, mechanical adjustments and maintenance inspections or to any defect due to the negligence of others, failure to operate or maintain the Lightning Loader® in accordance with the published operating and maintenance instructions furnished by Petersen, unreasonable use, accidents, alteration or wear and tear.

[NO OTHER WARRANTY WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, IS GIVEN BY PETERSEN WITH RESPECT TO ANY NEW LIGHTNING LOADER®, PART OR COMPONENT, OR WITH RESPECT TO ANY WORK, AND NO OTHER OR FURTHER OBLIGATION OR LIABILITY SHALL BE INCURRED BY PETERSEN BY REASON OF THE MANUFACTURE, SALE, OR LEASE OF ANY LIGHTNING LOADER®, PART, OR COMPONENT OR OF ITS USE, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE OF MANUFACTURE OR OTHERWISE.]

In the event that the provision relieving Petersen of liability for negligence should for any reason be held ineffective, the remainder of this paragraph shall remain in full force and effect.

The obligation of Petersen set forth in Section 7 above shall be the exclusive remedy for any breach of warranty. In no event shall Petersen be liable for any general, consequential, or incidental damages relating to property damages or economic loss, including without limitation any damages for loss of use or loss of profits. No distributor, dealer, agent or employee of Petersen is authorized to extend any other or further warranty or incur any additional obligation on Petersen's behalf in connection with the sale of its products.

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 procure a New Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis through a Three-Year Lease-to-Own for the Street Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 022014-FSC); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$106,332.75.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by FEB 5 '18 PM 2:30 ASAP

Project Name: Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis (3 Year Lease-To-Own)

Project Location: Street Dept

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$106,332.75 (based on NJPA Contract #022014-FSC with \$300,000 overall price.)

Providers: BancorpSouth Equipment Finance, or other local bank
(Procurement through Sansom Equipment Company)

Project Engineer: n/a

Order Date: n/a Lead Time: 180-220 days

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40

Expense Code: 001350-50470 Revenue Code: _____
 Acct Name: Purchases Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$106,500.00 (x 3 years)

(Over) Under budget amount: \$167.25

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

Funding: Capital funds Capital Lease: See attached for various options Payment 3 Years Term

City Council Prior Approval? Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>1/31/18</u>	Received Date: <u>2/2/18</u>	Received Date: <u>2/5/18</u>
Request Approved Date: <u>2/2/18</u>	Approved Date: <u>2/2/18</u>	Approved Date: <u>2/5/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss</u>	<u>Mayor Karin Wilson</u>

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Michael Hinson, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: January 29, 2018

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOM

Jimmy Conyers

Jay Robinson

Re: Request Greensheet and City Council approvals for procurement by Bank LEASE-TO-OWN, one (1) **ELGIN Whirlwind Street Sweeper on 2018 Peterbilt Chassis** for the Sanitation Department.

The Sanitation Department has requested one (1) **ELGIN Whirlwind Street Sweeper on 2018 Peterbilt Chassis**. The quotes for the equipment are from the **NJPA contract #022014-FSC**. This procurement can be accomplished through a Bank Lease-To-Own option for a three-year period with ownership at the end of the three years, with no balloon payment. Two quotes for this lease-to-purchase program were obtained with 3,4, & 5 years payments, see attached.

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The total cost of the procurement by a **three (3) year bank Lease-To-Own** has been quoted at **THREE HUNDRED THOUSAND DOLLARS (\$300,000.00)** including freight, as quoted through **BANCORPSOUTH EQUIPMENT FINANCE** at a rate of **3.09%** for a 36-month lease (see attached quotation) **The approximate lease payments are \$8,736.27 for 36 months, OR, \$106,332.75 for three ANNUAL payments.** The local dealer handling the procurement is Sansom Equipment Company of Mobile, AL. Once the Sanitation Dept receives notice of impending completion of the equipment, it will be incumbent upon the Treasurer, Finance Director, and the Mayor to negotiate with local banks for the best rates for the three-year lease at the quoted price **\$300,000.00** on a complete unit (see attached NJPA quote)

DELIVERY ARO. Approximately 180-220 days

****NOTE: This quote by BancorpSouth Equipment Finance is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.

Please compose a greensheet and move forward for Council approval, this bank lease-to-own procurement request for one (1) N ELGIN Whirlwind Street Sweeper on 2018 Peterbilt Chassis. There may be thirty-six (36) monthly payments of approximately \$8,736.27, OR, 3 annual payments of approximately \$106,332.75 for a total buy of \$300,000.00, through BancorpSouth Equipment Finance, or another local bank.

Cc, file

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



Bank Lease-to-Own Options - FY2018

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,426.36	\$106,426.36	\$106,426.36	\$0.00	\$0.00	3.18%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,824.99	\$57,824.99	\$57,824.99	\$0.00	\$0.00	\$19,279.08
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$10,474.97
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,367.31	\$83,367.31	\$83,367.31	\$0.00	\$0.00	\$15,101.93
	Totals:	\$933,000.00	\$330,985.97	\$330,985.97	\$330,985.97	\$0.00	\$0.00	\$59,957.91

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,287.92	\$81,287.92	\$81,287.92	\$0.00	\$0.00	3.30%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,166.43	\$44,166.43	\$44,166.43	\$0.00	\$0.00	\$25,151.68
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$13,665.72
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,675.53	\$63,675.53	\$63,675.53	\$0.00	\$0.00	\$18,702.12
	Totals:	\$933,000.00	\$252,805.41	\$252,805.41	\$252,805.41	\$0.00	\$0.00	\$78,221.64

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,312.74	\$66,312.74	\$66,312.74	\$0.00	\$0.00	3.43%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$36,029.92	\$36,029.92	\$36,029.92	\$0.00	\$0.00	\$31,563.70
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$0.00	\$17,149.50
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,944.98	\$51,944.98	\$51,944.98	\$0.00	\$0.00	\$24,724.90
	Totals:	\$933,000.00	\$206,232.62	\$206,232.62	\$206,232.62	\$0.00	\$0.00	\$98,163.10

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$106,332.75	\$106,332.75	\$106,332.75	\$0.00	\$0.00	3.09%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$57,774.13	\$57,774.13	\$57,774.13	\$0.00	\$0.00	\$18,998.25
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$10,322.39
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$83,293.99	\$83,293.99	\$83,293.99	\$0.00	\$0.00	\$14,881.97
	Totals:	\$933,000.00	\$330,694.86	\$330,694.86	\$330,694.86	\$0.00	\$0.00	\$58,094.58

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$81,166.13	\$81,166.13	\$81,166.13	\$0.00	\$0.00	3.19%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$44,100.27	\$44,100.27	\$44,100.27	\$0.00	\$0.00	\$24,664.52
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$13,401.08
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$63,580.14	\$63,580.14	\$63,580.14	\$0.00	\$0.00	\$19,320.56
	Totals:	\$933,000.00	\$252,426.68	\$252,426.68	\$252,426.68	\$0.00	\$0.00	\$76,706.72

#	Equipment Description	Purchase Cost	Payment Schedule					Interest Rate %
			FY2018	FY2019	FY2020	FY2021	FY2022	
1.)	2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis	\$300,000.00	\$66,047.02	\$66,047.02	\$66,047.02	\$0.00	\$0.00	3.24%
2.)	2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body	\$163,000.00	\$35,885.55	\$35,885.55	\$35,885.55	\$0.00	\$0.00	\$30,235.10
3.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$0.00	\$16,427.75
4.)	2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader	\$235,000.00	\$51,436.83	\$51,436.83	\$51,436.83	\$0.00	\$0.00	\$22,184.15
	Totals:	\$933,000.00	\$204,806.23	\$204,806.23	\$204,806.23	\$0.00	\$0.00	\$91,031.15



1/8/2018

Sent via: richard.johnson@fairhopeal.gov

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

It is a pleasure to submit for your consideration the following proposal to provide lease-purchase financing based on the terms and conditions set forth below:

1. Lessor: BancorpSouth Equipment Finance, a division of BancorpSouth Bank
2. Lessee: City of Fairhope
3. Equipment Description: 2018 Elgin Whirwind Sweeper – 2018 Peterbilt
4. Equipment Cost: \$300,000.00
5. Lease Term: 3, 4 or 5 Years
6. Lease Payments: (These are approximate payment amounts. The actual payment will be determined at funding date.)

36 monthly payments of \$8,736.27
48 monthly payments of \$6,665.52
60 monthly payments of \$5,422.66

3 annual payments of \$106,332.75
4 annual payments of \$81,166.13
5 annual payments of \$66,047.02
Arrears
7. Lease Rate: 36 – 3.09%, 48 – 3.19%, 60 - 3.24%
8. Funding Date: This proposal is contingent upon the equipment being delivered and the lease funded prior to 2/28/2018. Any extension of the funding or delivery date must be in writing.
9. Purchase Option: Title is passed to Lessee at lease expiration for

no further consideration.

- 10. **Non-appropriation/Termination:** The lease provides that Lessee is to make reasonable efforts to obtain funds to satisfy the obligation in each fiscal year. However, the lease may be terminated without penalty in the event of non-appropriation. In such event, the Lessee agrees to provide an attorney's opinion confirming the events of non-appropriation and Lessee's exercise of diligence to obtain funds.
- 11. **Bank Qualification:** This lease-purchase financing shall be designated as a bank qualified tax-exempt transaction as per the 1986 Federal Tax Bill. **This means that the Lessee's governing body will pass a resolution stating that it does not anticipate issuing more than \$10 million in General Obligation debt or other debt falling under the Tax Bill's definition of qualifying debt during the calendar year that the lease is funded.**
- 12. **Tax Status:** This proposal is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1954 as amended, within the meaning of said Section. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate such tax status.
- 13. **Net Lease:** This will be a net lease transaction whereby maintenance, insurance, taxes (if applicable), compliance with laws and similar expenses shall be borne by Lessee.
- 14. **Financial Statements:** Complete and current financial statements must be submitted to Lessor for review and approval of Lessee creditworthiness.
- 15. **Lease Documentation:** This equipment lease-purchase package is subject to the mutual acceptance of lease-purchase documentation within a reasonable time period, otherwise payments will be subject to market change.

If the foregoing is acceptable, please so indicate by signing this letter in the space provided below and returning it to BancorpSouth Equipment Finance. **The proposal is subject to approval by BancorpSouth Equipment Finance's Credit Committee and to mutually acceptable terms, conditions and documentation.**

Acceptance of this proposal expires as the close of business on 1/31/2018. Extensions must be approved by the undersigned.

Any concerns or questions should be directed to Bob Lee at 1-800-222-1610.



Bob Lee
Municipal Finance Manager

ACKNOWLEDGMENT AND ACCEPTANCE

By: _____
Title

Date: _____

From: King, Jonathan
To: Richard Johnson
Subject: RE: Municipal Lease to Own Program
Date: Thursday, January 04, 2018 4:11:06 PM

Richard,

Below are the ballpark rates an annual payments amount. Please note that these rates are Bank Qualified Tax Exempt. If the City intends on issuing more than \$10MM in total debt in Calendar year 2018, than the rates will be higher. Thanks and let me know if you need anything else.

1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - \$300,000.00 -
Rate of 3.18% - 3 Annual payments of **\$106,426.36**

Rate of 3.30% - 4
Annual payments
of **\$81,287.92**

Rate of 3.43% - 5
Annual payments
of **\$66,312.74**

2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - \$163,000.00 -
Rate of 3.18% - 3 Annual payments of **\$57,824.99**

Rate of 3.30% - 4 Annual
payments of **\$44,166.43**

Rate of 3.43% - 5 Annual payments of **\$36,029.92**

3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 -
Rate of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of
3.30% - 4
Annual
payments
of
\$63,675.53

Rate of
3.43% - 5
Annual
payments
of
\$51,944.98

4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - \$235,000.00 - Rate
of 3.18% - 3 Annual payments of **\$83,367.31**

Rate of 3.30% - 4 Annual payments of **\$63,675.53**

Rate of 3.43% - 5 Annual payments of **\$51,944.98**

Jonathan King | Public Finance Lender
Vice President | Hancock Bank
2510 14th St. Gulfport, MS. 39501
Phone#228-563-5709 | Cell #228-223-4642
Fax #228-563-5721



From: Richard Johnson [mailto:richard.johnson@fairhopeal.gov]
Sent: Thursday, January 04, 2018 2:15 PM
To: King, Jonathan
Subject: Municipal Lease to Own Program

Jonathan:

Sanitation equipment for FY2018:

- | | |
|---|--------------|
| 1. 2018 Elgin Whirlwind Street Sweeper on 2018 Peterbilt Chassis - | \$300,000.00 |
| 2. 2018 Freightliner M-2 Chassis with a Peterson Lightning Loader Trash Body - | \$163,000.00 |
| 3. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - | \$235,000.00 |
| 4. 2018 Freightliner 114 SD with NewWay Sidewinder XTR Automatic Garbage Loader - | \$235,000.00 |

Need municipal leasing rates and payments by equipment type, for 3, 4 & 5 years, own at conclusion of lease, no balloon or payoff. Annual payments.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
richard.johnson@fairhopeal.gov
Office : 251-929-0360
Cell: 251-423-7418

Learn about our Commitment to Service: www.hancockwhitney.com/commitment-to-service

This E-Mail transmission (and/or the documents accompanying it) may contain information belonging to the sender which is confidential, privileged and/or exempt from disclosure under applicable law. The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this E-Mail transmission in error, please immediately notify us by return E-Mail or telephone to arrange for return of its contents including any documents.

Quote



Sales Rep: Jeff Bodiford
Cell: (251) 298-9398
Email jeffb@secequip.com

Date 9/14/2017
Quote # 201701319

City of Fairhope

NJPA Member ID # 2216

TO:
Tim Bung
555 S. Section Street
Fairhope, Alabama

Quote Status	Shipping Terms	Delivery in Days	Payment Terms
Budget Quote	Freight Included		Due on receipt

1	2018 Peterbilt MDL220 Cab Over Chassis w Dual Steering
1	Elgin Whirlwind Vacuum Street Sweeper - with 5 year warranty
1	5 year warranty on chassis
1	NJPA Discount per Contract # 022014-FSC
	Sansom Equipment will give a guaranteed buyback of \$90,000.00 at the end of 5 years for the Elgin sweeper mounted on the Peterbilt chassis

TOTAL	\$299,323.00
-------	--------------

Does Not include any federal, state, or local taxes.

To accept this quotation, sign here and return: _____



Thank you for your business !
OUR LOCATIONS:

2800 Powell Avenue South
Birmingham AL 35233

7760 Highland Avenue North
Mobile AL 36608

Presents a Proposal Summary

of the



Whirlwind

Whirlwind Pure Vacuum Street Sweeper with Fluid Coupler Drive and Dual Side Brooms

for

City of Fairhope

,

Josh Stringer
Tel: 205-401-4040

PRODUCT DESCRIPTION

· Tier 4F emissions, 8 cubic yard hopper, 36 in. (711 mm) trailing arm side brooms on both right and left hand sides, ergonomic control console, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Auxiliary Engine:
- John Deere 4045T, 4 cylinder Turbocharged diesel
- Alternator, 120 amp.
- Horsepower: 74 HP (55 kW at 2400 RPM torque 224 lb-ft @1600 RPM
- Displacement: 276 cu. in. (4.5 L)
- Auto Shutdown Auxiliary Engine
- Backup alarm, electric
- Broom Measurement Ruler
- Camera, Rear View
- Drive: Fluid coupling blower drive with power belt
- Doors, fiberglass access doors provide easy service and maintenance on auxiliary engine, hydraulic and electrical system
- Electronic Throttle
- Fuel tank, 50 gallon (189 L)
- Fuel water separator for auxiliary engine
- Hose, hydrant fill, 16 ft 8 inches with coupling
- Hopper rear door, hydraulically opened/closed and locked/unlocked with external controls
- Hydraulic oil cooler
- In cab hopper dump
- LED clearance lights
- Sweeper Painted Standard White
- Red Logo

ADDITIONAL FEATURES

- AM/FM/CD Radio
- Left Hand Fender Mirror
- Right And Left Hand Heated And Remote Controlled Mirrors
- LED Stop/Tail/Turn
- (1) Spare Chassis Key
- Auto Shutter Right Hand
- Variable Speed Brooms - Dual
- Lifeliner Hopper System
- Right Hand Inspection Door with Step and Handle
- Hydraulic Heavy Duty Wandering Hose
- Hopper Deluge
- High Pressure Washdown
- Nozzle With 3rd Caster Wheel
- Auxiliary Hydraulic Pump
- Dual LED Sidebroom and Rear LED Flood Lights
- Hydrant Wrench
- Chassis Painted Standard White

- Warranty through 5th Year (Parts/Labor)
- Sweeper Service Manual

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 and receive quotes for Two Water Well Tanks, Pumps, Fittings, and Housing: one for Fluoride and one for Zinc Orthophosphate for the Water Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement of Two Water Well Tanks, Pumps, Fittings, and Housing for the Water Department from Aqua Products, Inc. with a total cost of \$9,300.00.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: 2/5/18 ASAP

Project Name: Water Well Tank for Flouride & Tank for Zinc Orthophosphate

Project Location: Water Wells

Presented to City Council: 2/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$9,300.00

Providers: Aqua Products, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: 15 Days ARO

Department Funding This Project

General	Gas	Electric	Water XXX	Sewer	Gas Tax	Cap Proj	Impact
---------	-----	----------	-----------	-------	---------	----------	--------

Division of General Fund Funding This Project

Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40
----------	----------------------	----------------------------	--------	---------------------------------	-----------	-----------	---------------

Expense Code: 003-16030
Acct Name: Vehicles & Equipment

Revenue Code: _____

Project will be: Expensed _____
Inventoried _____
Capitalized XXX

Project Financed By:

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

Project Budgeted: \$20,000.00

(Over) Under budget amount: \$10,700.00

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

Funding: Operating funds

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 1/31/18

Received Date: 2/2/18

Received Date: 2/5/18

Request Approved Date: 2/2/18

Approved Date: 2/2/18

Approved Date: 2/5/18

Signatures: Michael V. Hinson CPA

Signatures: Jill Cabiniss

Signatures: Mayor Karin Wilson

Contact Person: Dan McCrory, W&S Superintendent



MEMO

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Mike Hinson, Treasurer

From:

Delores A Brandt
Delores A Brandt, Purchasing Clerk
For Purchasing Manager

Date: January 31, 2018

Re: Greensheet approval -- under \$10,000, limit for approval by Council, budgeted procurement of Two tanks, with associated pumps, fittings, and housing for 2 wells for Water Department

The Water Department needs to procure two (2) tanks, pumps, fittings and housing for two (2) water wells: one for fluoride, and one for zinc orthophosphate. The City received three quotes for these budgeted items. The pumps can be purchased through **Aqua Products, Inc.**, with the lowest quoted total of **NINE THOUSAND THREE HUNDRED DOLLARS (\$9,300.00)**. shipping is estimated at \$1000.00 (**if both tanks are ordered at the same time**), and this amount is included in the quoted total of \$9,300.00. See attached quotations.

This procurement is over the greensheet approval benchmark of \$7,500, and under the \$10,000 benchmark for budgeted operational items for City Council approval. The recommended vendor is Aqua Products, Inc. of Pensacola, FL

NOTES:

See attached quotation for details.

Leadtime: 15 days ARO

Please compose a greensheet and obtain approval for this over \$7,500, and under \$10,000 BUDGETED expenditure for FY 2018.

Cc: file, D. McCrory, J. Webber

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



4121 Warehouse Lane
Pensacola, FL 32505
PH 850-469-1133 | FX 850-469-1188
Tina@aquaproductsinc.com

January 31, 2018

Proposal 013018-1TY

To: Fairhope Water
Joe Webber

Reference: Poly Tanks

Aqua Products, Inc. is pleased to offer the following proposal per your request:

Fluoride Tank:

Primary Tank	1050 gal Vertical 1.90 Specific Gravity Crosslinked Polyethylene Black
Lid/Manway	Cap 17" Buttress Thread Black PE
Fill	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM
Sidewall Fitting	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/EPDM
Vent	Vent 3" Mushroom Banjo Black Pp
Dome Fitting	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/EPDM
Overflow Fitting	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM

Iwaki Mag Drive Pump 18.4 GPM, 1" Connections, 115 VAC

Pump Enclosure 27x10x19

Stainless Steel Clamps and Rope

EQUIPMENT ONLY TOTAL: \$4,500.00

Zinc Orthophosphate Tank:

Primary Tank	1050 gal Vertical 1.90 Specific Gravity Crosslinked Polyethylene Natural Color
Lid/Manway	Cap 17" Buttress Thread Black PE
Fill	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM
Sidewall Fitting	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/EPDM
Vent	Vent 3" Mushroom Banjo Black Pp
Dome Fitting	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/EPDM
Overflow Fitting	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM

**Iwaki Mag Drive Pump 18.4 GPM, 1" Connections, 115 VAC
Pump Enclosure 27x10x19
Stainless Steel Clamps and Rope**

EQUIPMENT ONLY TOTAL: \$3,800.00

Installation Option:

1 lot labor

Customer to unload tank and set in location. Aqua Products will pipe from tank location to building

INSTALLATION TOTAL PER SITE: \$1,300.00

Shipping estimated at \$1000.00 if both tanks ordered at same time
Pricing does not include taxes

To approve please sign, date, and return via fax or e-mail

Sincerely,

Jody Coker

Jody Coker

Acceptance Signature: _____ Date: _____

Terms & Conditions:

Unless otherwise stated in this offering, payment terms from the date of invoice are net thirty (30) days on all equipment. Taxes are not included; all taxes are the customer's responsibility. Orders paid by credit card will incur a 3% surcharge on the purchase total, including taxes & shipping. All quotes are valid for ninety (90) days.

Equipment Offering:

This offering is limited to the quantities and items specified, and Aqua Products, Inc. can assume no responsibility for furnishing any other equipment or material shown in any plan or specifications not called out in above proposal.

Freight:

Freight is not allowed unless specified in the above proposal.

By others, if not specified in the proposal:

- Aqua Products, Inc. assumes no responsibility for the electrical or control wiring.
- Unloading, loading, or relocating equipment or materials on the job site.
- Start-up, training, or installation.

Aqua Products, Inc.

Proposal # 013018-1TY

Page 2 of 2

BDJ Investments, LLC

January 31, 2018
Quote: BDJ-4125
Fairhope Water
Joe Webber

Black Polyethylene Tanks

Fluoride Tank	1050 gal Black Vertical 1.90 Specific Gravity Crosslinked Polyethylene
Lid/Manway	Cap 17" Buttress Thread Black PE
Fill	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM
Sidewall Fitting	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/EPDM
Vent	Vent 3" Mushroom Banjo Black Pp
Dome Fitting	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/EPDM
Overflow Fitting	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM

Iwaki Mag Drive Pump 18.4 GPM, 1" Connections, 115 VAC

Pump Enclosure 27x10x19

Stainless Steel Clamps (Qty 12) and Rope (Qty 60')

TOTAL COST: \$4,800.00

Natural Color Polyethylene Tank:

Primary Zinc Orthophosphate Tank	1050 gal Natural Color Vertical 1.90 Specific Gravity Crosslinked Polyethylene
Lid/Manway	Cap 17" Buttress Thread Black PE
Fill	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM
Sidewall Fitting	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/EPDM
Vent	Vent 3" Mushroom Banjo Black Pp
Dome Fitting	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/EPDM
Overflow Fitting	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/EPDM

Iwaki Mag Drive Pump 18.4 GPM, 1" Connections, 115 VAC

Pump Enclosure 27x10x19

Stainless Steel Clamps (Qty 12) and Rope (Qty 60')

TOTAL COST: \$4,200.00

Installation Option:

Customer must put tank in place. Piping will be from tank location to building.

TOTAL COST FOR BOTH SITES: \$3,000.00

* Prices do not include taxes or shipping costs. *



POLYPROCESSING
SOLUTIONS, SIMPLIFIED.

P.O. Box 4150
2201 Old Sterlington Rd.
Monroe, LA 71203
1-800-52309871

To: Joe Webber
Project: Fairhope Water
Quote: Q183251
Date: 1/29/2018

Thank you for the business opportunity. We are excited to serve you. Our proposal follows:

Tank System:		1050 Vertical
Consisting of:		
Primary Tank	1	1050 gal Vertical 1.90 Specific Gravity Crosslinked Polyethylene Blk
Lid/Manway	1	Cap 17" Buttress Thread Black Pe
Fill	1	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/epdm
Sidewall Fitting	1	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/epdm
Vent	1	Vent 3" Mushroom Banjo Black Pp
Dome Fitting	1	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/epdm
Overflow Fitting	1	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/epdm
Iwaki Mag Drive Pump		18.4 GPM, 1" Connections, 115 VAC
Pump Enclosure 27x10x19		
SST Clamps and Rope		
System Subtotal:		\$4,863.00
Tank System:		1050 Vertical
Consisting of:		
Primary Tank	1	1050 gal Vertical 1.90 Specific Gravity Crosslinked Polyethylene (Natural Color)
Lid/Manway	1	Cap 17" Buttress Thread Black Pe
Dome Fitting	1	Ball Dome Fitting 2" Bulkhead Fitting Style PVC/epdm
Fill	1	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/epdm
Sidewall Fitting	1	Bulkhead Fitting Assembly 1" Socket x Thread Hayward PVC/epdm
Vent	1	Vent 3" Mushroom Banjo Black Pp
Overflow Fitting	1	Bulkhead Fitting Assembly 2" Socket x Thread Hayward PVC/epdm
Iwaki Mag Drive Pump		18.4 GPM, 1" Connections, 115 VAC
Pump Enclosure 27x10x19		
SST Clamps and Rope		
System Subtotal:		\$4,248.00

PPC System:

\$9,111.00

****Installation by others****

Poly Processing Company offers a reliable, robust tank systems for the safe storage of high performance chemicals in critical applications. Each storage system is designed specifically for the chemical it will contain. Our product offering of cross-linked polyethylene tanks offer a margin of safety that meets or exceeds ASTM standards.

* Shipping ; Installation
Not Included *



Bill To City of Fairhope P.O. Drawer 429 Fairhope, AL 36533	Requisition 00002081-00 FY 2018 Acct No: 004 -000-000-16050 - Review: Buyer: clint Status: Released
--	---

Vendor AQUA PRODUCTS INC 4121 WAREHOUSE LANE PENSACOLA, FL 32505 USA Tel#850-469-1133 Fax 850-469-1188	Ship To MAIN WAREHOUSE 555 SOUTH SECTION STREET FAIRHOPE, AL 36532
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/31/18	000653	01/31/18			Water Department

LN Description / Account	Qty	Unit Price	Net Price
001 FLUORIDE TANK, PUMP, PUMP HOUSING, AND FITTINGS *Amount reflects \$500.00 freight.	1.00 EACH	4500.00000	5000.00
1 004 -000-000-16050 -			5000.00
002 ZINC ORTHOPHOSPHATE TANK, PUMP, PUMP HOUSING, AND FITTINGS *Amount reflects \$500.00 freight.	1.00 EACH	3800.00000	4300.00
1 004 -000-000-16050 -			4300.00

Requisition Link Requisition Total 9300.00

***** General Ledger Summary Section *****
 Account Amount
 004 -000-000-16050 - Remaining Budget
9300.00

***** Approval/Conversion Info *****		
Activity	Date	Clerk
Cancelled	01/31/18	Clint Steadham
Queued	01/31/18	Dan McCrory
Pending		Michael Hinson
Pending		Michael Hinson

Comment
 Requisition item removed chang
 Requisition item removed chang
 Requisition item removed chang
 Requisition item removed chang

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 procure a Van Mounted IBAK CCTV pipe inspection equipment with Pipe Logix GIS Software System for the Sewer Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 022014); and therefore, does not have to be let out for bid. The cost will be \$195,781.65.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by FEB 5 '18 PM 2:24 *ASAP*

[Handwritten Signature]

Project Name: Van Mounted IBAK CCTV Pipe Inspection Equipment with Pipelogix GIS software

Project Location: Sewer Dept

Presented to City Council: 2/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$195,781.65 (NJPA Contract No. 022014)

Providers: Vacuum Truck Sales & Services, LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: 140-160 days ARO

Department Funding This Project

General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact
---------	-----	----------	-------	-----------	---------	----------	--------

Division of General Fund Funding This Project

Admin-10	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: 004-16030

Acct Name: Vehicles & Equipment

Revenue Code: _____

Project will be:

Expensed	_____
Inventoried	_____
Capitalized	<u>XXX</u>

Project Financed By:

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

Project Budgeted: \$250,000.00

(Over) Under budget amount: \$54,218.35

Funding: Operating funds

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

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 1/31/18

Received Date: 2/2/18

Received Date: 2/5/18

Request Approved Date: 2/2/18

Approved Date: 2/2/18

Approved Date: 2/5/18

Signatures: [Signature]
Michael V. Hinson CPA

[Signature]
Jill Gabriels

[Signature]
Mayor Karin Wilson

Contact Person: Dan McCrory, W&S Superintendent



MEMO

Karin Wilson
Mayor

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Jay Robinson
Lisa A. Hanks, MMC
City Clerk
Michael V. Hinson, CPA
City Treasurer

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
Date: January 30, 2018
Re: Greensheet and Council Approval -- request for over \$10,000 Procurement of the Van mounted IBAK CCTV Pipe inspection equipment and Pipe Logix GIS software for the Sewer Department

The Sewer Department requests approval to procure the Van mounted IBAK CCTV pipe inspection equipment with Pipe Logix GIS Software system. This procurement will be through the NJPA buying group previously bid, and awarded contract (NJPA Contract No. 022014). The cost of the unit – van, pipe inspection equipment and software (see attached description) – is **ONE HUNDRED NINETY-FIVE THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND SIXTY-FIVE CENTS (\$195,781.65)**. Specifications determined by the Sewer Department. The vendor will be **VACUUM TRUCK SALES AND SERVICE, LLC** of Gonzales, LA.

Total \$195,781.65

NOTES:
For details, see attached vendor quotation

Please compose a greensheet and forward to City Council to approve this procurement of the van mounted IBAK CCTV pipe inspection system, required accessories and Pipelogix GIS software, for the Sewer Department, at a cost of \$195,781.65, from Vacuum Truck Sales and Service, LLC of Gonzales, LA.

Cc: file. D McCrory

Dan McCrory

From: Jim Schweitzer <jschweitzer@vtsales.net>
Sent: Monday, January 29, 2018 10:59 AM
To: Dan McCrory
Subject: Revised CCTV Equipment Quote
Attachments: Fairhope IBAK CCTV Core Plus Package Van Mounted_ GIS SoftwareCS.doc

Dan,

Attached is a revised quotation for the Van mounted IBAK CCTV equipment with PipeLogix GIS Software. I removed the third monitor, hard drives, one DVS reader license and split the cost of the PipeLogix onsite Software training. I have listed below the additional items which we added to this quotation as a result of our Webinar consultation on Friday January 24th. I hope this helps explains the additional cost.

Original Quotation Dated January 24 th Quote Log # (Quotation# 1/23/18-042 E-350 GIS Equipped)	\$188,115.00
Resale Price of:	\$188,115.00
Additional Software Items added to this quotation	
Second office License DVS Recording Module to view & Edited Video in the office & the van can be working in the field)	\$4,500.00 (This will allow a person
On Sight Software Training: training)	\$1,750.00(Software Office & Field personal
Concurrent License Implementation	\$ 750.00
New Quote Dated 1/29/18:	\$195,781.65

Sincerely,

Jim Schweitzer

Vacuum Truck Sales and Service, LLC
9236 Ashland Road
Gonzales, LA 70737
(225) 744-2850 | Phone
(225) 744-2852 | Fax
(225) 803-8117 | Cell
jschweitzer@vtsales.net
www.vtsales.net



Quotation# 1/23/18-042-GIS Software E-350

Date: January 9, 2018

City of Fairhope
Mr. Dan McCory
555 South Section Street
Fairhope, AL 36533

3

**National Joint Power Alliance Quotation (NJPA) Contract #022014
RapidView/IBAK Equipment
Equipment Description**

CORE PLUS MAINLINE CCTV PIPE INSPECTION SYSTEM

The IBAK Core Plus Mainline Van/Trailer Mounted System gives contractors or municipalities the ability to inspect 4" to 24" sewer or storm drain lines. This system is capable of being upgraded at a later date with the Lisy lateral inspection system or many of the other fine IBAK products.

This system includes:

ORION ZOOM PAN & TILT CAMERA

- * Pan, Tilt and Zoom (3x digital) camera for 4" and up pipelines
- * May be used on tractor or pushrod
- * Auto-up-righting, LED Lighting and 33 kHz Transmitter for locate
- * New wide angle of view = 90°
- * Higher resolution and significantly improved picture quality
- * Laser diameter, deformation, defect and object measurement

T-66 Camera Tractor

- * For camera operation in pipelines 4" and larger
- * Steerable camera carriage with ATC (Automatic Tilt Compensation)
- * Includes test adapter, tool set, and lowering claw
- * Includes 4", 6", 8" & 10" wheel sets

T66 - Camera Connection Type 2

High-Traction Tungsten Carbide Wheels

- * For use with T66 Tractor in 8" and up
- * Large Grit

Treaded Wheel set for 8" pipe

Additional Weight Kit for T-66 Tractor

BS 3.5 CONTROLLER

- * Remote command and control center with touch screen color LCD panel
- * 19" Rack mount main control unit
- * Control of the camera and KRA functions with multi-functional joysticks
- * LCD Display for operating functions
- * For permanent vehicle installation
- * Data display generator with PC keyboard (included)
- * RS232 Interface for software integration

KW305 Synchronized Power Cable Reel

- * Synchronized cable payout and retraction
- * Automatic level wind
- * Requires vehicle installation
- * Includes remote control pendant and LED Boom Light
- * Distance counter and rear display
- * Holds up to 1000' of mainline cable
- * Includes integrated tractor lowering winch and control

KW Low Profile Reel Cabinet

- * Includes 2 sliding, aluminum drawers

CAMERA CABLE TYPE 524/11 - 1000 FEET

- * Terminated with connector for KW305 Reel Only
- * High strength, 2000lb. pull, Kevlar reinforced

Remote Manhole Set UP Cable Deflection VTSS Dual Roller

VTSS Part # 500900000 .

- *Upper manhole deflection unit
- *Protects cable during remote setups

KUV 5.5 Cable Deflector Pulley for cable protection in the manhole

Cable Deflection Pulley KW305/505

- *Attaches to the boom for off-manhole setups

Pressure Test Set

Rack Mounted 64 Bit PC with the following equipment

- Intel i5-6500
- 8 GB RAM
- 128 GB SSD
- 1 TB Data Drive
- AverMedia PCI-E Internal Card
- Windows 10 Pro
- DVD Drive
- Logitech Bluetooth Keyboard and Mouse
- Front Mounted USB 3.0 Ports
- Asus Radeon HD 6450 Graphics Card
- Internal Wi-Fi Adaptor
- Gigabyte GA-Z270-HD3P Motherboard

Video Capture Software with ArcGIS & two PC Dongles

- PipeLogix Full Reporting License
- PipeLogix Lite Reporting License
- 2 - DVS Recording Module
- 2 - GIS Module
- Software Setup and Training (2-Days On-Site)
- ArcGIS Engine Runtime License
 - Concurrent License Implementation
 - PipeLogix Software Support Program

Chassis

2018 CCTV 14' Box conversion & Ford E-350 Chassis Equipment Description

Commercial Cargo Box

Commercial FRP (fiberglass reinforced plywood) 14' Box

* Dim: 14'x8'x6'6"

* Includes installation of box on approved chassis

* Dual swing open rear doors

* Side entry door

* Rear backup camera

* Onan 5.5Kw Commercial Genset (GAS)

* Walk-thru design with partition wall and door

* Sliding partition window

* 12VDC LED Lighting

* Aluminum plank flooring

* 13,500 BTU Roof Air

* Exterior shore power package

* Aux battery and charging system

* 14 gallon pressurized wash down system

* Carpeted walls in studio

* Kemlite wall covering in work area

* Rear 5 compartment toolbox

* Laminate base cabinetry

* Laminate overhead cabinets

* Laminate countertops

* Butcher block workbench

* Strobe light mounted on front roof

* Directional Arrow board

Snap On Tool Box 6 Drawer

* Small sink in work area

* 15" monitor in work area

* 17" monitor in studio

2018 Ford E-350 Gas engine Chassis

XL TRIM

158" WHEELBASE

5.4L V8

DUAL REAR WHEEL

12500 GVWR

TRAILER TOW MIRRORS

VINYL INTERIOR

CRUISE

55 GAL TANK

XL Package, Automatic transmission, Cruise, Tilt wheel, A/C, AM/FM Radio & CD Player

Cab and Chassis will be Painted White

Delivery

Standard (2) Day Training

* Includes review of operation and maintenance of supplied equipment

* Additional days of training can be added at \$850.00 per day

Warranty: Equipment 12 months Parts and Labor

NJPA Equipment Pricing

Total Purchase Price:

\$195,781.65

Delivery:

140 to 160 Days

Purchaser will be responsible for all appropriate state and local sales tax and vehicle registration.

Please sign to Accept the terms of this order:

Purchase Order # & Date:

Please Apply NJPA Contract number # (022014) to your Purchase Order

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 procure Three John Deere 7700A PrecisionCut Fairway Mowers for the Recreation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract [Contract No. 062117-DAC (PG NB)]; and therefore, does not have to be let out for bid. The cost will be \$164,536.89.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

LWA

Issuing Date: 2/2/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: John Deere 7700A PrecisionCut Fairway Mowers (3)

Project Location: Recreation Dept

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$164,536.89 (through NJPA)

Providers: Beard Equipment Company

Project Engineer: n/a

Order Date: n/a **Lead Time:** 45 days ARO

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25 XXX	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: 001250-50470 **Revenue Code:** _____
Acct Name: Purchases Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$165,000.00

(Over) Under budget amount: \$463.11

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

Funding: Operating funds

City Council Prior Approval? Date? <u>FY 2018 Adopted Budget</u>		
<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/2/18</u>	Received Date: <u>2/2/18</u>	Received Date: <u>2/5/18</u>
Request Approved Date: <u>2/2/18</u>	Approved Date: <u>2/2/18</u>	Approved Date: <u>2/5/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss</u>	<u>Mayor Karin Wilson</u>

Contact Person: Tom Kuhl, Recreation Director



MEMO

Karin Wilson
Mayor

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Date: January 31, 2018

Re: Request Green Sheet and City Council approvals for procurement of **Three (3) Budgeted Fairway Mowers** for the Recreation Department.

The Recreation Department has requested the procurement of three (3) John Deere 7700A PrecisionCut Fairway Mowers to replace the existing units, as quoted through the NJPA buying group contract with the State of Alabama.

The Director of Parks and Recreation, Tom Kuhl, and the Mechanics Maintenance Supervisor, Tim Bung, recommend acquiring the fairway mowers. Each mower is quoted through NJPA at \$54,145.63 making the total cost of the procurement of **three (3) mowers One Hundred Sixty-Four Thousand Five Hundred Thirty-Six Dollars and Eighty-Nine Cents (\$164,536.89)**. The total NJPA Discount is \$16,173.37. The local vendor is Beard Equipment Company, of Mobile, AL (see attached quotation).

Lead time is: Approximately 45 days, ARO. F.O.B. delivered.

Please compose a greensheet and move forward for Council approval, this procurement request for THREE (3) John Deere 7700A PrecisionCut Fairway Mowers, in the total amount of One Hundred Sixty-Four Thousand Five Hundred Thirty-Six Dollars and Eighty-Nine Cents (\$164,536.89), through the NJPA Buying group, from Beard Equipment Company of Mobile, AL.

Cc, file

161 North Section Street

P O. Drawer 429

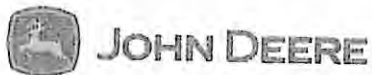
Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



Selling Equipment

Quote Id: 16735450 Customer Name: CITY OF FAIRHOPE REC DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Beard Equipment Company
 2480 E 165 Service Road N
 Mobile, AL 36617
 800-848-8563
 JohnDeereEmails@beardequipment.com

JOHN DEERE 7700A PrecisionCut Fairway Mower

Contract: NJPA Grounds Maintenance Equipment,
 Attachments, Accessories 062117-DAC (PG NB)
 Price Effective Date: January 30, 2018

Suggested List *
 \$ 70,319.00
 Selling Price *
 \$ 54,145.63

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1423TC	7700A PrecisionCut Fairway Mower	3	\$ 70,319.00	23.00	\$ 16,173.37	\$ 54,145.63	\$ 162,436.89
Standard Options - Per Unit							
001A	United States and Canada	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/Spanish)	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1208	(5) Quick Adjust 7 (QA7) Eight Blade 22 In. Cutting Units	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1305	(5) 22 In. 3 in. (7.6 cm) Diameter Heavy Duty Grooved Disc Front Rollers	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1401	(5) QA7 Cutting Unit ONLY Counter Weight Kit	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 162,436.89
Total Selling Price			\$ 70,319.00		\$ 16,173.37	\$ 54,145.63	\$ 162,436.89

ALLIED Cool Top



JOHN DEERE

Selling Equipment

Quote Id: 16735450

Customer Name: CITY OF FAIRHOPE REC DEPT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Hours: 0

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
							Suggested List * \$ 700.00
							Selling Price * \$ 700.00
							* Price per item - includes Fees and Non-contract items
Allied - CTF CR	Cool Top Canopy and Fan	3	\$ 700.00	0.00	\$ 0.00	\$ 700.00	\$ 2,100.00
							Suggested Price \$ 2,100.00
Total Selling Price			\$ 700.00		\$ 0.00	\$ 700.00	\$ 2,100.00



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:
City Of Fairhope Rec Dept
Po Box 429
Fairhope, AL 36533
Business: 251-928-2136

Delivering Dealer:
Beard Equipment Company
Brad Rounsaville
2480 E 165 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
brounsaville@beardequipment.com

Quote ID: 16735450
Created On: 30 January 2018
Last Modified On: 30 January 2018
Expiration Date: 15 March 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower	\$ 70,319.00	\$ 54,145.63 X	3 =	\$ 162,436.89
Contract: NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB)				
Price Effective Date: January 30, 2018				
ALLIED Cool Top	\$ 700.00	\$ 700.00 X	3 =	\$ 2,100.00
Contract:				
Price Effective Date:				
Equipment Total				\$ 164,536.89

Quote Summary

Equipment Total	\$ 164,536.89
Trade In	
SubTotal	\$ 164,536.89
Est. Service Agreement Tax	\$ 0.00
Total	\$ 164,536.89
Balance Due	\$ 164,536.89

Salesperson : X _____

Accepted By : X _____

Confidential

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 procure an Asphalt Recycler and Hot Box Trailer for the Street Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Contract No. 052417-FRM); and therefore, does not have to be let out for bid. The cost will be \$61,271.00.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/2/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Asphalt Recycler & Hot Box Trailer

FEB 5 '18 PM 2:25

Project Location: Street Dept

Presented to City Council: 2/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$61,271.00

Providers: Truck Equipment Sales, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40

Expense Code: <u>001350-50470</u>	Revenue Code: _____
Acct Name: <u>Purchases Vehicles & Equipment</u>	

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$65,000.00

(Over) Under budget amount: \$3,729.00

Funding: IMPACT funds

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

City Council Prior Approval? Date? FY 2018 Adopted Budget

City Treasurer
 Request Received Date: 2/2/18
 Request Approved Date: 2/2/18
 Signatures: [Signature]
 Michael V. Hinson CPA

Finance Director
 Received Date: 2/2/18
 Approved Date: 2/2/18
 Signatures: [Signature]
 Jill Cabanis

Mayor
 Received Date: 2/5/18
 Approved Date: 2/5/18
 Signatures: [Signature]
 Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



MEMO

Karin Wilson
Mayor

To: Michael Hinson, Treasurer

Council Members

From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Kevin G. Boone

Robert A. Brown

Date: February 1, 2018

Jack Burrell, ACOMO

Jimmy Conyers

Re: Greensheet and Council Approval -- request for over \$10,000 FY18 Budgeted Procurement of **Asphalt Recycler & Hot Box Trailer** for the Public Works Department

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Public Works Department requests approval to procure an **Asphalt Recycler & Hot Box Trailer** for use by City street crews. This procurement will be through the NJPA buying group previously bid, and awarded contract (NJPA Contract No. 052417-FRM). The cost of the unit (see detailed specifications attached), is **SIXTY-ONE THOUSAND TWO HUNDRED SEVENTY-ONE DOLLARS (\$61,271.00) including a two year machine warranty and lifetime frame warranty plus freight.** Specifications determined by the Public Works Department. The vendor will be TRUCK EQUIPMENT SALES, INC. of Mobile, AL.

6-Ton Falcon Asphalt Recycler & Hot Box Trailer	\$59,427.00
Freight	1,844.00
Total	\$61,271.00

NOTES:
For details, see attached vendor quotation

Please compose a greensheet and forward to City Council to approve this procurement of the asphalt recycler and hot box trailer, for the Public Works Department, at a cost of \$61,271.00 through NJPA buying group from Truck Equipment Sales, Inc of Mobile, AL

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

Cc: file. R Johnson, A Bosarge

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



NJPA PRICE QUOTE

CONTRACT #052417-FRM

No. OZ071316-303

2000 Austin Street
Midland, MI 48642
Phone: (989) 495 – 9332
Fax: (989) 495 – 9342

Requested By: Truck Equipment Sales, Inc.
4700 Rangeline Road
Mobile, AL 36619 US

End Customer: City of Fairhope, AL

Quote Date	Quote Good Through	Freight Terms	Requested By	Payment Terms
01/31/18	03/31/18	Mobile, AL	Jimmy	Net 30 Days

Qty	Item No	Description	Price
1	MI32782	6-Ton Falcon Asphalt Recycler & Hot Box Trailer 12-Volt Battery Triple Wall Construction and Fully Insulated Automatic Temperature Control Diesel Fuel Source VIP Technology - Voltage Indicator and Protector Controller Automatically Prevents Burner(s) from Operating Below Burner Manufacturer's Required Voltage One-Piece, Seamless Ceramic Combustion Chamber Independently Certified 92% Fuel Efficiency Dual Burner Recycling Package (2nd Burner, 2nd Heat Duct and 24-Hour Timer Included) Two 10k lb. Torsion Axles Trailer Frame - 2" x 8" x 1/4" Tubular Steel Diamond Tread Plate Hopper Access Platform Tires - ST235/75R 17.5" Load Range H Electric Brakes w/ Safety Breakaway 7-Pin Flat RV Trailer Plug Paint Color Falcon Red Conspicuity Tape Dump Box (12-Volt Electric Over Hydraulic) Bi-Fold Manual Upper Loading Doors Included Options: Battery Charger Package Single Frame Extension LED Lighting Upgrade - Two Red Stop/Tail/Turn Lights and One Amber Strobe Per Side Battery Charger	\$59,427

Release Agent Sprayer Basket
 Tool Holder - 5-Positions
 30-Gallon Heated Rejuvenator / Tack Tank - Gravity Feed*
 Hose Reel for Tack Spray System
 Rejuvenator Spray System - Honda 5.5 HP Motor, Viking HL32
 Pump, 10-Gallon Flush Tank and Spray Wand with 1/2" Hoses*
 Hopper Access Step 8 Deep x 20 Long
 Spare Tire Mounted on 8-Bolt 17.5" Wheel - Shipped Loose

Operator, Parts and Service Manual
 Two-Year Machine Warranty and Lifetime Frame Warranty
 Freight to Mobile, AL ,

Included
 Included
 \$1844

Total with Freight

\$61,271

Plus Applicable Sales Tax

Why Falcon?

It's Versatile

- Recycle leftover asphalt, chunks and millings (a dual burner unit is required to recycle millings)
- Transport asphalt and keep it hot all day and hold it overnight
- Heat and re-heat cold patch

It's Cost-Effective

- When used as a hot box, it eliminates asphalt waste that occurs in the back of an unheated truck bed
- When used as a recycler, it recycles leftover asphalt and asphalt chunks torn up from the pavement
- Independently certified 92% fuel efficiency – uses less than 3 gallons of fuel per 8-hour shift

It's Reliable

- VIP Technology (patent pending) – Protects burner components by automatically preventing burner from operating with low battery voltage
- A Falcon is designed to allow the burner to run while in tow - preventing material from cooling while being transported
- Heat management system is engineered to provide even hopper temperatures – eliminating material scorching from hot spots and material hardening from cold spots
- Standard 2-year machine warranty and lifetime frame warranty

	It's a Falcon	
--	----------------------	--

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of a Firewall Security System for City Departments, and primarily for the Police Department; and is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(a)(15):

Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

The total cost is \$15,484.00.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

[Handwritten Signature]

Issuing Date: 1/24/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Firewall Security System

Project Location: City Wide

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$15,484.00

Providers: Clear Winds Technologies

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10 XXX	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: Depts-50300 (spread over many departments & funds) Revenue Code: _____
 Acct Name: Computer Expense

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____
 Project Budgeted: n/a

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

(Over) Under budget amount: _____

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

Funding: Operating funds

City Council Prior Approval? Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>1/24/18</u>	Received Date: <u>1-24-18</u>	Received Date: <u>1/25/18</u>
Request Approved Date: <u>1/24/18</u>	Approved Date: <u>1-24-18</u>	Approved Date: <u>1/25/18</u>
Signatures: <u><i>Michael V. Hinson</i></u> Michael V. Hinson CPA	<u><i>Jill Gabiniss</i></u> Jill Gabiniss	<u><i>Karin Wilson</i></u> Mayor Karin Wilson

Contact Person: Jeff Montgomery, IT Director



MEMO

To: Mike Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: January 23, 2018

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Re: Requesting City Council approving procuring over \$15,000, Firewall Security System for City Departments including Police Department

The City I.T. Department needs to procure a Firewall Security System for City Departments including, and primarily, for the Police Department. The new security system is available at a cost of **FIFTEEN THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$15,484.00)**, from **Clear Winds Technologies** (see attached Quote). This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in part:

Section 41-16-51

Contracts for which competitive bidding not required.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to: (emphasis added)

(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

Please compose and have approved a greensheet for City Council to approve the procurement of this security system at a cost of \$15,484.00, from Clear Winds Technologies.

Cc: file



Clear Winds Technologies
 13001 Liberty Parkway
 Vestavia Hills, Alabama 35242
 United States
 http://www.clearwinds.net
 (P) 205 413 8323
 (F) 205 413 8331

Quotation (Open)	
Date Dec 11, 2017 04:01 PM CST	Expiration Date 2018-01-10 Quote
Modified Date Dec 11, 2017 04:02 PM CST	
Doc # 28227 - rev 1 of 1	
Description Palo Alto 3020 HA	
SalesRep Hopkins, Joey (P) 205-413-8323	
Customer Contact Montgomery, Jeff (P) 2519900135 jeff.montgomery@cofairhope.com	

Customer
 City of Fairhope
 Montgomery, Jeff
 555 South Section St
 Fairhope, AL 35632
 United States

Bill To
 City of Fairhope
 Montgomery, Jeff
 555 South Section St
 Fairhope, AL 35632
 United States

Ship To
 City of Fairhope
 Montgomery, Jeff
 555 South Section St
 Fairhope, AL 35632
 United States





Customer PO:

Terms:
 Net 30 Days

Ship Via:
 UPS Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Tax Qty	Unit Price	Total
1		Palo Alto Networks PA-3020	PAN-PA-3020	Yes 1	\$10,220.00	\$10,220.00
2		Palo Alto Networks Threat Prevention Subscription for Device in an HA Pair, 1 Year - PA-3020	PAN-PA-3020-TP-HA2	Yes 1	\$1,568.00	\$1,568.00
3		Palo Alto Networks PANDB URL Filtering Subscription for Device in an HA Pair, 1 Year - PA-3020	PAN-PA-3020-URL4-HA2	Yes 1	\$1,568.00	\$1,568.00
4		Palo Alto Networks Premium Support Renewal, 1 Year - PA-3020	PAN-SVC-PREM-3020	Yes 1	\$2,128.00	\$2,128.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - PRICE DOES NOT INCLUDE TAXES OR DELIVERY COSTS - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - SERVICE COSTS ARE ESTIMATED BASED ON OUR KNOWLEDGE OF THE PROJECT - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. - ALL ACTUAL EXPENSES (INCLUDING TRAVEL, CAR RENTAL AND OTHER COMMONLY ACCEPTED EXPENSES) WILL BE INVOICED. - FIRST PAYMENT OF 50% OF

Subtotal: \$15,484.00
 Tax (0.000%): \$0.00
 Shipping: \$0.00
Total: \$15,484.00

TOTAL IS DUE UPON SIGNATURE. EQUIPMENT AND SOFTWARE WILL BE ORDERED WHEN THE PAYMENT IS RECEIVED. - INVOICES ARE PAYABLE ON RECEIPT. ALL SUMS NOT PAID WHEN DUE SHALL ACCRUE INTEREST DAILY AT THE ANNUAL RATE OF 18%. - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING - REFERENCE THE FOLLOWING DOCUMENTS: CWT-0102 FOR ITOPS MANAGED SERVICES, CWT-0103 FOR ITOPS ONLINE BACKUP, CWT-0104 FOR ITOPS DISASTER RECOVERY, CWT-0161 FOR VIRTUALIZATION IMPLEMENTATION AND CWT-9999 FOR NORMAL TERMS AND CONDITIONS.

Print Name:

Signature:

Date:

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 Stewart Engineering, Inc. to provide Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17; with a not-to-exceed amount of \$636,812.50.

DULY ADOPTED THIS 15TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

[Handwritten Signature]

Issuing Date: 12/5/2017

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Professional Engineering Services to Upgrade Electrical Substations & Distribution Circuitry

Project Location: Electrical Distribution System

Presented to City Council: 12/11/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$636,812.50 Not to Exceed

Providers: Stewart Engineering, Inc.

Project Engineer: Lance Junkins, Stewart Engineering

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

Department Funding This Project

General Gas Electric XXX 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 ___ Marina-35 Street-35 ___ Sanitation-40 ___
Golf-50 ___ Golf Grounds-55 ___ Debt Service-85 ___

Expense Code: 003-16060 Acct Name: Plant & Distribution System Revenue Code: _____

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

Project Budgeted: n/a

(Over) Under budget amount: _____

Funding: Capital

Project Financed By:

Grant: _____

Federal - not to exceed amount
State
City

Bond: _____

Loan: _____

Capital Lease: _____

Title _____ Year _____
Title _____ Year _____
Payment _____ Term _____

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 12/5/17

Date: 12/6/17

Date: _____

Request Approved Date: 12/5/17

Date: 12/6/17

Date: 12/6/17

Signatures: [Signature]
Michael V. Hinson CPA

[Signature]
Jill Cabiniss

[Signature]
Mayor Karin Wilson

Contact Person: Richard Peterson



MEMO

To: Deborah Smith, Treasurer

From: _____
Daniel P. Ames, Purchasing Manager

Date: June 28, 2017

Re: RFQ No. PS029-17, Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry

The Electric Department needs to hire a professional consulting firm for RFQ No. PS029-17, Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry.

Per our 'Procedure for Procuring Professional Services for Projects Over \$100K', an RFQ (Request for Qualifications) for the project was issued to those firms chosen by the Mayor to participate in the RFQ. The RFQ responses were received and evaluated by two department heads, and myself, and the results forwarded to the Mayor (see attached Evaluation Summary). The Mayor chose Stewart Engineering, Inc., of Anniston, AL, for this task (see attached memo).

Per Resolution No. 2772-17, City Council selected Stewart Engineering, Inc., of Anniston, AL, and authorized the Mayor to negotiate a fee schedule and not-to-exceed amount with that firm. See attached fee schedule. The not-to-exceed amount is Six Hundred Thirty Six Thousand Eight Hundred Twelve Dollars and Fifty Cents (\$636,812.50).

Please move this procurement of professional services forward to the City Council to approve the fee schedule and not-to-exceed amount of \$636,812.50, for RFQ No. PS029-17, Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry; and authorize the Mayor to execute the associated contract with Stewart Engineering Inc.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

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

26 June 2017

RESOLUTION NO. 2772-17

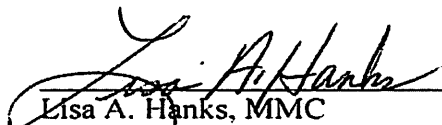
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Stewart Engineering, Inc. to perform Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry (RFQ No. PS029-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 26TH DAY OF JUNE, 2017



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

RFQ NO. PS029-17

**Professional Engineering Services to Upgrade Fairhope
Electric Substations and Distribution Circuitry**

CITY OF FAIRHOPE, AL

**MAYOR
Karin Wilson**

**FAIRHOPE CITY COUNCIL
Jack Burrell, Council President**

Set No. _____

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This **CONTRACT**, made and entered into this ____ day of _____, 2017, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the Fairhope City Council, and **Stewart Engineering, Inc.**, of Anniston, Alabama (hereinafter called the "Engineer") for

**RFQ No. PS029-17 Professional Engineering Services to
Upgrade Fairhope Electric Substations and Distribution Circuitry**

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

- COUNTY:** Baldwin County, Alabama
- CITY:** Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama
- PROJECT:** Professional engineering services pertaining to **Project No. EL003-17 Upgrade Fairhope Electric Substations and Distribution Circuitry**

PART ONE
GENERAL CONDITIONS

- 1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

- PROJECT NUMBER:** EL003-17
- PROJECT NAME:** Upgrade Fairhope Electric Substations and Distribution Circuitry
- PROJECT INFORMATION** **Engineer to review the CITY'S Electrical System Capacity Analysis Report recommendations to understand the scope of the project and the components of the design requirements of the project. ENGINEER would utilize the capacity analysis report to update CITY'S Substation capacity, including, but not limited to, transformers, regulators, breakers and switchgear.**
Engineer to utilize this updated Model information and Operations Plan for the next two (2) summer seasons to plan the construction phases of the Substation Upgrade construction to be scheduled when all electrical loading from the substation under construction, and out of service, can be shared by existing (or newly upgraded through this project) substations.

- 1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner. The term of the agreement shall be for a period of **THREE (3) Years from October 1, 2017 to September 30, 2020.**

- 1.2 For the purpose of this Contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the Scope of Work.

PROJECT SCOPE

- 2.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**
- 2.0.1 Review **CITY'S** Electrical System Capacity Analysis Report RECOMMENDATIONS to understand the scope of the project and the components of the design requirements of the project. **ENGINEER** would utilize the capacity analysis report to update **CITY'S** Substation capacity, **including, but not limited to, transformers, regulators, breakers and switchgear**. See EXHIBIT "B" for scope and budget).
- 2.0.2 Utilize this updated Model information and Operations Plan for the next two (2) summer seasons to plan the construction phases of the Substation Upgrade construction to be scheduled when all electrical loading from the substation under construction, and out of service, can be shared by existing (or newly upgraded through this project) substations.
- 2.1 The **ENGINEER** will provide the professional engineering services required to complete **Project No. EL003-17 Upgrade Fairhope Electric Substations and Distribution Circuitry** as the Engineer of Record for the project. This includes design work if necessary.
- 2.2 The **ENGINEER** will provide all estimates, drawings, plans, and specifications, approved by signature and stamped by the **ENGINEER** for **Project No. EL003-17 Upgrade Fairhope Electric Substations and Distribution Circuitry** as necessary.
- 2.5 The **ENGINEER** will work closely with the Project Managers, Richard Peterson, Director of Operations, and Joe Wolchina, Electric Superintendent, as well as other **CITY** officials.
- 2.6 The **ENGINEER** will perform professional services only, and will not be a participant in any construction associated with this project.

PART THREE PAYMENT

- 3.0 The **CITY** agrees to pay the **ENGINEER** as compensation for such professional services in accordance with the rates as indicated on Exhibit "A" FEE SCHEDULE, attached to this document, an amount not to exceed SIX HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$637,000.00).
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY** shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred, and will be inclusive in any approved "not to exceed" amount as listed in item 3.0.
- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written Notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will

reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

PART FOUR
INDEMNIFICATION AND INSURANCE

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverages specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
 Part One: Statutory Benefits as required by the State of Alabama

 Part Two: Employers Liability \$1,000,000 Each Accident
 \$1,000,000 Each Employee
 \$1,000,000 Policy Limit
- 4.5 **Commercial General Liability**
 Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
 Each Occurrence \$1,000,000
 Personal and Advertising Injury \$1,000,000
 Products/completed Operation Aggregate \$2,000,000
 General Aggregate \$2,000,000
 Coverage to Include;
 Premises and operations
 Personal Injury and Advertising Injury
 Products/completed Operations
 Independent Contractors
 Blanket Contractual Liability
 Broad Form Property Damage

- 4.6 **Automobile Liability**
Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the **CITY** as an Additional Insured.
- 4.7 **Professional Liability (Errors and Omissions)**
Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **CITY**.
Limits of Liability:
Each claim \$1,000,000
Aggregated \$1,000,000
- 4.8 **The ENGINEER shall name the CITY, its employees and agents as Additional Insured. Liability insurance as required by this Contract to provide cross-liability coverage.**
- 4.9 **Certificate of Insurance**
A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY** **PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the ENGINEER'S general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

- 5.0 The **CITY** will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving payment to the **ENGINEER** and to otherwise determine Contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The **CITY** is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

PART SIX
MISCELLANEOUS

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:

(1) ACCEPTANCE OF AGREEMENT, (5) APPLICABLE LAW, (6) ASSIGNMENT, (13) BUSINESS LICENSE, (14) CANCELLATION OF CONTRACT, (23) FORCE MAJEURE, (28) INSURANCE, (36) NON DISCRIMINATION, (37) NON-EXCLUSIVE, (38) NOTIFICATION AND ACCIDENT REPORTS, (50) RIGHT TO AUDIT, (58) TERMINATION FOR CONVENIENCE, (59) TERMINATION FOR DEFAULT, (60) TERMINATION FOR NON-APPROPRIATION, (65) IMMIGRATION LAW.
- 6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A Purchase Order can be cancelled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract,

ease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DISCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

PART EIGHT

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, as amended by **Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "Contract" shall mean a Contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into, by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the Contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY OF FAIRHOPE

BY: _____
Karin Wilson, Mayor

ATTEST: _____
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY:

**STATE OF ALABAMA}
COUNTY OF BALDWIN}**

I, _____, a Notary Public in and for said State and County, hereby certify that **Karin Wilson**, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the ____ day of _____, 2017

Notary Public _____

My Commission Expires _____

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

Professional License _____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF _____ }

County of _____ }

I, _____, a Notary Public in and for the said State and County, hereby
certify that _____ and _____ whose names
as _____ and _____, respectively of

_____ are signed to the foregoing conveyance and who are

Known to me, acknowledged before me on this day, that being informed of the contents of the document
they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 2017

Notary Public _____

My Commission Expires _____

ENGINEER INFORMATION

RFQ No PS03-17

**Professional Engineering Services to
Upgrade Fairhope Electric Substations and Distribution Circuitry
(Please print this section and turn in with your response)**

Business Organization

Name of Engineer or Engineering Firm (exactly as it appears on W-9):

_____ **Doing-Business-As Name**

_____ **Principal Office Address:**

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held:

Publicly _____

Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is:

General _____

Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded?

Yes _____

No _____

Primary Contact _____

Title _____

Telephone Number _____

Fax _____

Email Address: _____

EXHIBIT "A"
Fee Schedule



Stewart Engineering, Inc. • P. O. Box 2233 • 300 E. 7th St. • Anniston, AL 36202

Phone 256-237-0891
 Fax 256-237-1077
 E-Mail services@stewartengineering.org

ELECTRICAL
 CONSULTANTS

CITY OF FAIRHOPE
 RFQ PS29-17
 PROFESSIONAL ENGINEERING SERVICES TO UPGRADE FAIRHOPE
 ELECTRIC SUBSTATIONS AND DISTRIBUTION CIRCUITRY
 PROJECT NO. EL003-17
 UPGRADE FAIRHOPE ELECTRIC SUBSTATIONS AND
 DISTRIBUTION CIRCUITRY

FEE SCHEDULE

TOTAL FIXED FEE **\$637,000**

ESTIMATED HOURS:

	<u>HOURS</u>	<u>BASE CHARGES</u>	=	<u>EXTENSION</u>
Professional Engineer	1600	\$54.25	=	\$ 86,800.00
Engineering Aide I	1200	\$41.50	=	\$ 49,800.00
Engineering Aide	1000	\$31.00	=	\$ 31,000.00
CAD Operator	1775	\$25.00	=	\$ 44,375.00
Secretary	300	\$31.75	=	\$ 9,525.00
		Subtotal		\$221,500.00
		Payroll Expenses & Insurance		\$ 33,225.00
		Subtotal		\$254,725.00
		OH&P		\$382,087.50
		Grand Total		\$636,812.50



Stewart Engineering, Inc. • P. O. Box 2233 • 300 E. 7th St. • Anniston, AL 36202

Phone 256-237-0891
 Fax 256-237-1077
 E-Mail services@stewartengineering.org

**CITY OF FAIRHOPE
 ENGINEERING SERVICE CONTRACT FOR CONSULTATION / DESIGN SERVICES
 ELECTRICAL SUBSTATION UPGRADES / ADDITIONS - 2017**

3/29/2017

		Cost Estimates
1.	Description: Twin Beech Transmission Substation	\$2,100,000
	<ul style="list-style-type: none"> > Replace two (2) 20,000 KVA Power Transformers with new 30,000 KVA Transformers. > Replace Transformer Protection Transrupters with new Circuit Switchers. > Replace old switches and insulators. 	
2.	Description: Church Street Distribution Substation	\$500,000
	<ul style="list-style-type: none"> > Dismantle existing Substation. > Complete Distribution Feeder Modifications. > Remove 0.7 miles of 46 KV Transmission Line and associated structures. 	
3.	Description: Fairhope Avenue Distribution Substation	\$840,000
	<ul style="list-style-type: none"> > Replace 10,000 KVA Power Transformer and Regulators with new 15,000 KVA Transformer and matching Regulators. > Replace Transformer Protection Fuses with new Circuit Switcher. Install Control Building. > Replace old 15 KV Circuit Breaker. 	
4.	Description: Nichols Avenue Distribution Substation	\$850,000
	<ul style="list-style-type: none"> > Dismantle existing Substation. > Complete Distribution Feeder Modifications. 	
5.	Description: Volanta Avenue Distribution Substation	\$680,000
	<ul style="list-style-type: none"> > Replace 7,500 KVA Power Transformer and Regulators with new 10,000 KVA Transformer and matching Regulators. > Replace old Switches, Insulators, damaged Bus, and Fence. 	
6.	Description: New Distribution Substation	\$2,800,000
	<ul style="list-style-type: none"> > Install a new Double Substation to replace existing Church Street and Nichols Avenue Substations. New Substation will be 46/12.47 KV, with two (2) 15,000 KVA Transformers. Procure a New Substation lot somewhere along Young Street between Middle Avenue and Morphy Avenue. 	

Sub Total \$7,770,000
 Contingency \$580,000
 TOTAL \$8,350,000

EXHIBIT A"
FEE SCHEDULE

BASIC SERVICES

The Engineer agrees to perform the basic professional services, A, and B, and C, and D, and E, as hereinafter defined:

- A. Consultation, preliminary research, analysis, preparation and furnishing of schematic drawings.
- B. Preparation and furnishing of preliminary plans, outline specifications and estimates of cost.
- C. Preparation and furnishing of working drawings and specifications necessary for Contract purposes including sufficient proposal, contract, and bond forms for prosecuting the Work; also, the procuring and analysis of bids when requested by the Owner.
- D. Preparation of contract documents, preparation of details and explanatory drawings, providing instructions necessary for the proper execution of the Work, and checking and approval of manufacturer's data and shop drawings.
- E. General administration of the construction contract, issuing of certificates of payment and preparation of construction records.

The Engineer has furnished the Owner an estimate of the Cost of the Work. The required approval of this Contract will constitute authority for the Engineer to proceed with the completion of final plans and specifications.

If, after the approval this Contract and prior to the completion of the final plans and specifications, unforeseen conditions should arise which would substantially affect the Cost of Work, or should the Owner require substantial changes from the approved preliminary drawings and specifications, the Engineer may submit in writing to the Owner an accordingly revised estimate which, upon approval, shall supersede the approved preliminary estimate and shall become the agreed budget amount. The Engineer's Fee would then be modified accordingly.

BASIC FEES

The Owner agrees to pay the Engineer for the basic services in this Agreement the following percentages of the Engineering Fee:

- For A. Ten per cent of the Engineering Fee.
- For B. Fifteen per cent of the Engineering Fee.
- For C. Fifty per cent of the Engineering Fee.
- For D. Five per cent of the Engineering Fee.
- For E. Twenty per cent of the Engineering Fee.

The Engineer's Fee for this project shall be \$637,000.

PAYMENTS

From time to time during the execution of his work and in proportion to the amount of service rendered by the Engineer on account of Services A, B, C, D or E in this Agreement, payments shall be made until the aggregate of all payments made are equal to the total amount as calculated using the respective percentage shown above.

Payments on account of Services A, B and C shall be due and payable upon completion of those phases and approval of same by Owner. Payments on account of Services D and E shall be due and payable as the work progresses and shall be based upon an amount not to exceed the amount of work completed as approved on the periodic estimates of the Contractor or Contractors.

Upon satisfactory completion of construction work and its final acceptance by the Owner, the Engineer shall be paid any unpaid balance of fee due hereunder. Prior to such final payment under this contract or prior to settlement upon termination of the contract, and as a condition precedent thereto the Engineer shall deliver to the Owner all required guarantees, record drawings or any other conditions named or implied in the Agreement.

Payments upon (1) the termination of the Agreement (2) final payments upon the completion of services prior to the determination of the final Cost of the Work, and (3) partial payments shall be computed from the agreed Engineer's Fee.

If the Owner abandons, delays, or postpones the project the Engineer shall deliver to the Owner copies of all documents either completed or in progress so that a determination of the status of the Service(s) involved may be determined to be used on a percentage of completion basis for payments to the Engineer.

EXHIBIT B

PROJECT PHASE SCHEDULE

EXHIBIT "B"
PROJECT PHASE SCHEDULE

**RFQ PS029-17 Professional Engineering Services to
Upgrade Fairhope Electric Substations and Distribution Circuitry**

PHASE I – New Distribution Substation

1. Construct double substation to replace existing Church Street and Nichols Avenue Substations.
2. Provide two (2) – 15,000 KVA transformers and associated regulators and switchgear.
3. Assist in the procurement of a new site along Young Street between Middle Avenue and Morphy Avenue.
4. Construct new Distribution Feeder Circuits/Modifications required and prior to dismantling the Church Street and Nichols Avenue Substations to be replaced.
5. Dismantle existing Substations and the 46 KV Transmission Line serving the abandoned substations and not required for future use.

Phase II - Twin Beach Transmission Substation

1. Replace two (2) – 20,000 KVA Transformers with new 30,000 KVA Transformers.
2. Replace Transformer Protection Transrupters with New Circuit Switchers.
3. Replace Old Switches and Insulators.

Phase III – Fairhope Avenue Distribution Substation

1. Replace 10,000 KVA Power Transformer and Regulators with New 15,000 KVA Transformer and matching Regulators.
2. Replace Transformer Protection Fuses with new Circuit Switcher.
3. Construct New Control Building.
4. Replace old 15 KV Circuit Breaker.

Phase IV – Volanta Avenue Distribution Substation

1. Replace 7,500 KVA Power Transformer and Regulators with a New 10,000 KVA Transformer and matching Regulators.
2. Replace old Switches, Insulators, Damaged Bus and New Perimeter Fence to meet current code requirements.

TOTAL PROJECT \$8,350,000.00
BUDGET ESTIMATE
(EXCLUDING ENGINEERING)

END OF CONTRACT

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 for Extension No. 1 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2017.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 1/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

JAN 26 '18 PM 1:34

Project Name: Lift Station Odor Control Chemical Contract Extension #1; effective 3/10/2018 & ending 3/10/2019

Project Location: Sewer Lift Stations (12)

Presented to City Council: 2/12/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$224,475.00 Estimated annual cost based on contract pricing & FY 2017 usage

Providers: BioMagic, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact

Division of General Fund Funding This Project

Admin-10	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: 004020-53010
Acct Name: Chemicals & Testing

Revenue Code: _____

Project will be: Expensed XXX
Inventoried _____
Capitalized _____

Project Budgeted: n/a

(Over) Under budget amount: _____

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? Date? Yes - Original contract approved 2/13/2017

City Treasurer

Finance Director

Mayor

Request Received Date: 1/11/18

Received Date: 1/16/18

Received Date: [Signature]

Request Approved Date: 1/16/18

Approved Date: 1/16/18

Approved Date: 1/24/18

Signatures: [Signature]
Michael V. Hinson CPA

[Signature]
Jill Cabiniss

[Signature]
Mayor Karin Wilson

Contact Person: Dan McCrory, W&S Superintendent



MEMO

To: Mike Hinson, Treasurer

From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk

Date: January 11, 2018

Re: **Requesting City Council approval of Extension No.1 to RFQ 008-17 Lift Station Odor Control Chemical**

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Sewer Department has requested the **first extension of RFQ 008-17 Lift Station Odor Control Chemical.**

RFQ 008-17 Lift Station Odor Control Chemical for one additional year from March 31, 2018 to March 10, 2019. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, the first extension will be with the awarded vendor, BioMagic, Inc. of Costa Mesa, CA for the contract unit prices quoted, \$6.00 per metered gallon, for an estimated amount of approximately TWO HUNDRED TWENTY-FOUR THOUSAND, FOUR HUNDRED SEVENTY- FIVE Dollars (\$224,475.00) per year. The vendor is in agreement with the extension (see attached).

Please place on the next available City Council Agenda this request to approve the first contract extension for RFQ 008-17 Lift Station Odor Control Chemical , and authorize the Mayor to execute contract Extension No. 1 with BioMagic, Inc.

Cc: file

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



January 9, 2018

City of Fairhope
Dan McCrory
555 S. Section Street
Fairhope, AL 36532

Re: RFQ 008-17 Lift Station Odor Control Chemical

Dear Dan,

On behalf of Biomagic, Inc., we would like to submit our request for an additional one year extension of Bid No. 008-17. All terms and conditions, including price, will remain the same as stated in the original bid.

Should you have any questions regarding this extension request or require additional information, please contact me or William Paul. Thank you for your consideration.

David C. Watt

Chief Executive Officer

**ITEM III
BID RESPONSE FORM**

Date: 1/19/17

Bid Number: 008-17
Bid Name: Lift Station Odor Control Chemical

Award Duration: ONE (1) year from signing date of contract, with the option to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

The Contractor agrees to complete all the work within timeframe stated in contract. Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

Current Feed Sites	Cost per metered gallon	Average Flow Rate in Gal per 30 days	Dollars per site per year
Twin Beech PS	6.00	6,666,000	37230.00
Carya Point PS	6.00	1,102,550	41380.00
Woodlands PS	6.00	6,540,000	37850.00
Quail Creek PS #1	6.00	3,510,000	28470.00
East of the Sun PS#1 & #2	6.00	4,389,000	15330.00
White Grove PS	6.00	1,440,000	15330.00
Thompson Hall PS	6.00	5,451,000	26280.00
Grand Hotel PS	6.00	6,673,590	21900.00
Baldwin 1 PS	6.00	806,400	10950.00
Point Clear Court PS	6.00	450,000	10950.00
Southland Place PS	6.00	3,513,000	9855.00
Rhor PS	6.00	2,275,000	10950.00
		Annual Total	\$ 224,475.00

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>01</u>	<u>1/11/17</u>	_____	_____
<u>02</u>	<u>1/19/17</u>	_____	_____

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

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

If Individual

(Name of Individual or Partnership)

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

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number () _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation Entity ID _____

If Corporation or LLC

Company BIOMAGIC INC. State of Incorporation DE

Company Representative DAVID C. WATT
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

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

Address 1030 W. 17th STREET
COSTA MESA, CA 92627

Phone Number (714) 631-8845 Fax Number (949) 631-6159

Primary e-mail address dhwatt@biomagic.com

Alabama Contractor's License No. _____ Foreign Corporation Entity ID 073-856

THIS MUST BE NOTARIZED!

SEE ATTACHED
NOTARIAL CERTIFICATE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

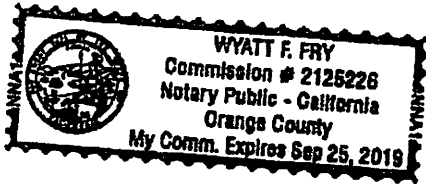
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On 01/19/2017 before me, Wyatt F. Fry, Notary
Date Here Insert Name and Title of the Officer
personally appeared David C. Watt
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Wyatt F. Fry
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Item III Bid Response Form Document Date: 1/19/2017
Number of Pages: 2 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

City of Fairhope

Extension No. 1 of Contract for
Bid No 008-17 Lift Station Odor Control Chemical

This EXTENSION NO.1 of CONTRACT ("Extension") is made this ___ day of ___, 20___, for the purpose of extending the contract known as Bid No. 008-17 Lift Station Odor Control Chemical dated March 31, 2017 ("Original Contract") between the City of Fairhope and BioMagic, Inc. of Costa Mesa, CA 92627 (the "Parties").

1. The Original Contract, which is a part of this Extension, is described below:

Bid No. 008-17 Lift Station Odor Control Chemical

and will end on March 31, 2018 at 11:59 p.m.

2. The Parties agree to extend the Original Contract for an additional period, Extension #1, which will begin immediately upon the expiration of the original time period March 31, 2018 and will end on March 31, 2019 at 11:59 p.m.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC
City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of ___, 20___.

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }

COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 20__

Notary Public _____

My Commission Expires ___/___/___

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 for Extension No. 1 of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JAN 26 '18 PM 1:34

Issuing Date: 1/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Sludge Removal Services Contract Extension #1; effective 3/3/2018 & ending 3/3/2019

Project Location: Sewer

Presented to City Council: 2/12/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$505,000.00 Estimated cost based on contract pricing and FY 2017 frequency of service

Providers: Greensouth Solutions, LLC

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: <u>004020-50365</u>	Revenue Code: _____
Acct Name: <u>Maintenance-Plant</u>	

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____

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

Project Budgeted: n/a

(Over) Under budget amount: _____

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

Funding: Operating funds

City Council Prior Approval? Date? Yes - Original contract approved 3/3/2017

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>1/11/18</u>	Received Date: <u>1/16/18</u>	Received Date: <u>1/24/18</u>
Request Approved Date: <u>1/16/18</u>	Approved Date: <u>1/16/18</u>	Approved Date: <u>1/24/18</u>
Signatures: <u></u> Michael V. Hinson CPA	<u></u> Jill Cabiniss	<u></u> Mayor Karin Wilson

Contact Person: Dan McCrory, W&S Superintendent; Richard Peterson, Operations Director



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
For Purchasing Manager

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Date: January 10, 2018

Re: Requesting City Council award contract **extension #1** of **Bid No. 010-17 Sludge Removal Services**

Contract was executed on **March 3, 2017, Bid No. 010-17 Sludge Removal Services** and awarded to Green South Solutions, LLC of Florala, AL., and it will terminate on **March 3, 2018**. The Sewer Department requests that the City exercise the option of extending the bid one additional year, **to March 3, 2019**.

The vendor has agreed to the extension, with all terms and conditions of the bid award, including pricing, remaining the same (see attached letter from **Green South Solutions, LLC**).

Please place on the next available City Council Agenda this request to extend for one additional year (Extension #1), the award of Bid No. 010-17 Sludge Removal Services, with all terms and conditions, including pricing, remaining the same, to Green South solutions, LLC, of Florala, AL.

Cc: file, D. McCrory, R Peterson

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



GREENSOUTH
solutions

PO Box 325, Florala, Alabama 36442
334-858-2622
www.greensouthsolutions.com

January 10, 2018

Dan Ames, Purchasing Manager
City of Fairhope, Alabama
555 South Section Street
Fairhope, Alabama 36532

RE: Contract Extension Request
Bid No. 010-17 Sludge Removal Services

Mr. Ames,

GreenSouth Solutions, LLC, hereby requests that the above referenced Contract be extended for the period of one year from the expiration date of its current term. All current contract elements, pricing and terms are to remain the same for the extended term. We value our established relationship with the City and look forward to another year.

Thank you,

Cole E. Dunn
Vice President

Alabama

Alabama

Alabama 70378

Alabama - Sewer & Sanitation

Alabama

Alabama

Alabama - Underground Utilities

Alabama

City of Fairhope
Extension No. 1 of Contract
for
Bid No. 010-17 Sludge Removal Services

This EXTENSION NO.1 OF CONTRACT ("Extension") is made this ____ day of _____, 2018 for the purpose of extending the contract known as **Bid No. 010-17 Sludge Removal Services**, dated March 3, 2017 ("Original Contract") between the **City of Fairhope** and **Green South Solutions, LLC**, (the "Parties").

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

Bid No. 010-17 Sludge Removal Services

and will end on March 3, 2018.

2. The Parties agree to extend the Original Contract for an additional period, **Extension #1**, which will begin immediately upon the expiration of the original time period, and will end on **March 3, 2019**.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: TIMOTHY M. KANT, Mayor
MKW

BY: Lisa A. Hanks, MMC
 City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
 COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ____ day of _____, 2018

Notary Public _____

My Commission Expires: _____

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 for Extension No. 1 of Bid No. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$269,443.00 based on FY2017.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 1/24/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Tree Trimming Services Contract Extension #1; effective 4/13/2018 & ending 4/12/2019

Project Location: City Wide

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$173.28 Unit Hourly Billing Rate FY 2017 total was \$269,443
See attached schedule of detailed hourly costs

Providers: Burford's Tree LLC

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric XXX	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	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: 003-50365 Revenue Code: _____
 Acct Name: Maintenance-Plant (Electric)

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____

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

Project Budgeted: n/a

(Over) Under budget amount: _____

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

Funding: Operating funds

City Council Prior Approval? Date? Yes - 3/27/2017 - Bid No. 011-17; Resolution 2701-17

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>1/23/18</u>	Received Date: <u>1/24/18</u>	Received Date: <u>1/25/18</u>
Request Approved Date: <u>1/24/18</u>	Approved Date: <u>1/24/18</u>	Approved Date: <u>1/25/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiness</u>	<u>Mayor Karin Wilson</u>

Contact Person: Joe Wolchina, Electric Superintendent



MEMO

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

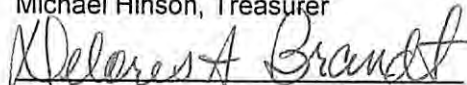
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Michael Hinson, Treasurer

From:


Delores A Brandt, Purchasing Clerk
For Purchasing Manager

Date: January 22, 2018

Re: Approval of request for first extension of **Bid No. 011-17
Tree Trimming Services 2017** contract award

The Electric Department has requested Extension #1 of the contract for **Bid No. 011-17, Tree Trimming Services 2017** for an additional year, as per terms and conditions of the original awarded bid; and approval for the Mayor to execute the extension (see attached). The price of the products will remain the same as the original bid.

Please place on the next available City Council Agenda this request to approve the first extension of the contract for Bid No. 011-17, Tree Trimming Services 2017, for one additional year, as per terms and conditions of the original awarded bid; and approval for the Mayor to execute Contract Extension #1.

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

CITY OF FAIRHOPE
 BID TABULATION and Recommendation
 BID NUMBER: 011-17
 BID NAME: TREE TRIMMING SERVICES 2017
 OPENED: March 7 2017, 9:00 a.m.


VENDOR	Non-Collusion/ Proposal Executed /Signed / Notarized	Instructions /Specification Compliance (two crews)	Bid Bond	State Contractor License	Addendum # 1 & 2 signed
BURFORD'S TREE INC.	YES	YES	YES	20672	YES
	LABOR	Hourly Billing	Extended Hourly Billing Rate		
	Crew 1--Foreman/Trimmer (1)	\$25.00	\$37.50		
	Ground man (1)	\$16.00	\$24.00		
	Crew 2--Bucket Operator/Trimmer (1)	\$21.00	\$31.50		
	Ground man (1)	\$16.00	\$24.00		
	Knuckleboom Operator (1)	\$21.00	\$31.50		
	EQUIPMENT	Hourly Billing	Extended Hourly Billing Rate**		
	Aerial Squirt Boom, 2WD,>35'	\$10.00	\$10.00		
	Aerial Lift, 2WD.,>52'	\$14.00	\$14.00		
	Aerial Lift 2WD,>75' Elevator	\$17.00	\$17.00		
	Chipper, Disc	\$3.00	\$3.00		
	Power Saw	\$0.50	\$0.50		
	Brush Saw	\$0.00	\$0.00		
	Telescoping Power Saw-20 feet	\$0.00	\$0.00		
	Loader Truck, Knuckle Boom	\$29.78	\$29.78		
	Total of 1 Unit of Each Total	\$173.28	\$222.78		
	Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID			
**Left blank but confirmed with vendor					
ASPLUNDH TREE EXPERT COMPANY	YES	YES	YES	12871	YES
	LABOR	Hourly Billing	Extended Hourly Billing Rate		
	Crew 1--Foreman/Trimmer (1)	\$32.40	\$48.60		
	Ground man (1)	\$25.71	\$38.57		
	Crew 2--Bucket Operator/Trimmer (1)	\$30.81	\$46.22		
	Ground man (1)	\$25.71	\$38.57		
	Knuckleboom Operator (1)	\$30.81	\$46.22		

EQUIPMENT	Hourly Billing	Extended Hourly Billing Rate			
Aerial Squirt Boom, 2WD,>35'	NA	NA			
Aerial Lift, 2WD.,>52'	\$16.64	\$16.64			
Aerial Lift 2WD,>75' Elevator	\$25.64	\$25.64			
Chipper, Disc	\$4.56	\$4.56			
Power Saw	\$0.81	\$0.81			
Brush Saw	\$0.81	\$0.81			
Telescoping Power Saw-20 feet	NA	NA			
Loader Truck, Knuckle Boom	\$48.32	\$48.32			
Total 1 Unit of Each Total	\$242.22	\$314.96			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
SPOTSWOOD TREE SERVICE	NO RESPONSE				
TFR ENTERPRISES, INC.	NO RESPONSE				
A ARBORIST ON BOARD TREE SERVICE	NO RESPONSE				
TREE KING TREE SERVICE	NO RESPONSE				
JUBILEE LANDSCAPE, Inc	NO RESPONSE				
CROWDER-GULF	NO RESPONSE				
CHANCELLOR CONSTRUCTION INC.	NO RESPONSE				
W.A.KENDALL & CO INC	NO RESPONSE				

Recommendation: Award to BURFORD'S TREE INC. in the amounts listed in their Bid Response.

 3/7/17
 Jimmy Cluster
 Superintendent Electric Department

To my knowledge this is an accurate tabulation

 3/7/17
 Daniel P. Ames
 Purchasing Manager

Dee Dee Brandt

From: Jackie Brown <jackie-brown@burfordstree.com>
Sent: Tuesday, January 23, 2018 2:13 PM
To: Joe Wolchina; Dee Dee Brandt
Cc: Ernie Mills; Alan Upton; Sondra Barber
Subject: FW: Tree Trimming Services 2017

Mr. Wolchina,

Mr. Mills asked that I reply to your email. Burford's Tree is requesting that our contract be extended for another year, and we are willing to keep the pricing the same as in the bid we submitted last year. Please let us know if you need anything else.

Thank you,

*Jackie Brown
Burford's Tree LLC
4229 Choctaw Street
Anniston, AL 36206
256-820-0481 Phone ext. 108
256-820-8733 Fax
jackie-brown@burfordstree.com*



Burford's Tree

to with no changes in the hourly pricing

Sent from my iPad

Begin forwarded message:

From: Joe Wolchina <joe.wolchina@cofairhope.com>
Date: January 23, 2018 at 9:14:05 AM CST
To: "ernie-mills@burfordstree.com" <ernie-mills@burfordstree.com>
Cc: "alan-upton@burfordstree.com" <alan-upton@burfordstree.com>
Subject: FW: Tree Trimming Services 2017

Ernie

I am the current Electric Superintendent with Fairhope Public Utilities. Jimmy Cluster, whom you are familiar with, retired back in June. Please see the request from purchasing to have documents stating the pricing either will stay as current or will change for possible contract extension. Thank You for the service Burford's has provided. It has been a pleasure.

Joe Wolchina
Electric Superintendent
555 South Section Street
P.O. Drawer 429
Fairhope, Alabama 36533
251-928-8003
www.fairhopeal.gov

From: Dee Dee Brandt
Sent: Monday, January 22, 2018 8:17 AM
To: Joe Wolchina <joe.wolchina@cofairhope.com>
Subject: Tree Trimming Services 2017

Joe:
Bid No 011-17 Tree Trimming Service 2017 is coming up for Extension #1 approval. Current Contract ends April 12, 2018, unless Extension is approved by Council. Could you ask Burford's Tree Inc. to send an email or a letter stating that they are willing to keep the pricing the same as in the Bid they submitted, for the next year.

Dee Dee Brandt
Purchasing Clerk
251 928-8003
deedeeb@cofairhope.com

<Executed contract.pdf>
<Burford response.pdf>

City of Fairhope

Extension No. 1 of Contract
for
Bid No. 011-17 Tree Trimming Services 2017

This EXTENSION NO.1 OF CONTRACT ("Extension") is made this ___ day of ___, 2018 for the purpose of extending the contract known as Bid No. 011-17 Tree Trimming Services, dated April 12, 2017 ("Original Contract") between the City of Fairhope and Burford's Tree, Inc. (the "Parties").

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

Bid No. 011-17 Tree Trimming Services 2017

and will end on April 12, 2018.

2. The Parties agree to extend the Original Contract for an additional period, Extension #1, which will begin immediately upon the expiration of the original time period, and will end on April 12, 2019.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC
City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of ___, 2018

Notary Public _____
My Commission Expires: _____

**INITIAL
CONTRACT
APPROVAL**

COF Project No. 1134

**City of Fairhope
Project Funding Request**

Issuing Date 3/10/2017

Please return this Routing Sheet to Treasurer by 3/10/2017

Project Name: Award contract for tree trimming services 2017 Bid No. 011-17

Project Location: City Wide

Presented to City Council: 3/23/2017 Approved Changed Rejected

Project Cash Requirement Submitted for Approval: Cost: \$173.28 Unit hourly billing
see attached schedule of hourly costs

Providers: Burford's Tree, Inc.
Anniston, AL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General	Gas	Electric XX	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	San 40	Golf 50

Expense Code: 003-50365 Revenue Code _____

Project will be: Expensed xx Capitalized _____

Project Budgeted: _____

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

(Over) Under budget amount: _____

Funding: Operating Revenues

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

City Council prior approval	_____	Request approved by City Treasurer	_____
Request received by City Treasurer	<u>3/10/2017</u>	Request approved by Finance Director	_____
Received by Finance Department	_____	Request approved by Mayor	_____
Received by Mayor	_____		

Contact Person: Jimmy Cluster

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-mix Concrete for the City (Bid Number 017-16) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with an estimated annual cost of \$46,000.00.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 5 '18 PM 2:25

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Ready-Mix Concrete Re-Bid Contract Extension #2 (and last) of Bid No. 017-16; effective 5/1/2018 & ending 5/1/2019

Project Location: City-Wide

Presented to City Council: 2/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: Unit prices as per original contract; estimated annual cost is \$46,000

Providers: Delta Industries, DBA Gulf States Ready Mix

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40

Expense Code: <u>001350-51410</u>	Revenue Code: _____
Acct Name: <u>Street Maintenance & Landscaping</u>	

Project will be: Expensed XXX Project Financed By:
 Inventoried _____ Grant: _____ Federal - not to exceed amount
 Capitalized _____ _____ State
 Project Budgeted: n/a _____ City

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

City Council Prior Approval? Date? Yes; 4/10/17 (Extension #1)

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/1/18</u>	Received Date: <u>2/2/18</u>	Received Date: <u>2/5/18</u>
Request Approved Date: <u>2/2/18</u>	Approved Date: <u>2/2/18</u>	Approved Date: <u>2/5/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss</u>	<u>Mayor Karin Wilson</u>

Contact Person: Richard Johnson, Public Works Director



MEMO

To: Mike Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: February 1, 2018

Re: Requesting City Council approval of **Extension No.2 of Bid No. 017-16, Ready-Mix Concrete Re-Bid**

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Mayor has requested **Extension #2 of Bid No. 017-16, Ready-Mix Concrete Re-Bid** for one additional year beginning with the expiration of Extension #1 time period, which will end on May 1, 2018. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, this **second and last** extension of Contract for **Bid No. 017-16 Ready Mix Concrete Re-Bid** with the assigned vendor, **Delta Industries, Inc. dba Gulf States Ready Mix**, of Semmes, AL, **will end on May 1, 2019**, for an estimated amount of approximately Forty-Six Thousand Dollars (\$46,000.00) per year. The vendor is in agreement with the extension, by way of the attached letter.

Please place on the next available City Council Agenda this request to approve Extension No. 2 of Bid No. 017-16, Ready-Mix Concrete Re-Bid, and authorize the Mayor to execute contract Extension No. 2 with Delta Industries, Inc. dba Gulf States Ready Mix, of Semmes, AL.

Cc: file, R Weaver; RD Johnson

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

Gulf States *Ready-Mix* CONCRETE



A Division of Delta Industries, Inc.

1540 Schillinger Road North Semmes, AL 36575 (251) 649-3936 Fax (251) 649-8535

February 1, 2018

PROJECT: Bid # 017-16 Ready-Mix Concrete

Mrs. Brandt,

We are interested in the contract extension of Bid No. 017-16 Ready-Mix Concrete Bid. We are aware and acknowledge that all conditions under the current contract will remain the same.

We appreciate your consideration of our products and service. If we can be of any help to you, please give us a call.

Thank you,

Jamie Lyles
(251) 407-6522
jlyles@delta-ind.com

Plant Locations: Mobile Creola Foley Loxley

City of Fairhope

**Extension No. 2 of Contract for
Bid No 017-16 Ready-Mix Concrete Re-Bid**

This EXTENSION No. 2 of CONTRACT ("Extension") is made this ____ day of _____, 2018, for the purpose of extending the contract known as **Bid No. 017-16 Ready-Mix Concrete Re-Bid**, dated April 29, 2016, ("Original Contract") between the **City of Fairhope** and **Delta Industries, Inc.**, dba **Gulf States Ready Mix of Semmes, AL** (the "Parties").

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

BID NO. 017-16 Ready-Mix Concrete Re-Bid and was to end on **May 1, 2017 at 11:59 p.m.**

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the original time period **May 1, 2017** and will end on **May 1, 2018, at 11:59 p.m.**

3. The Parties agree to extend the Original Contract and first extension, for a **second and final period**, which will begin immediately upon the expiration of the **first extension** time period **May 1, 2018, and will end on May 1, 2019, at 11:59 p.m.**

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

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, _____ represents

COMPANY NAME

and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension #2 as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Karin Wilson, Mayor**

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

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this _____ day of _____, 2018.

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

email

(City, State, Zip Code)

Telephone

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

Notary for Corporation

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notary Seal on this _____ day of _____, 2018

Notary Public _____

My Commission Expires ____/____/____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with Riverbend Enterprises, d/b/a East Bay Engraving, for the contract unit prices quoted, for an estimated amount of Forty Five Thousand Dollars (\$45,000.00) per year for Bid No. 008-16, Employee Uniform, for an additional one year as per the terms and conditions of the original contract.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JAN 26 '18 PM 1:34

Issuing Date: 1/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Employee Uniforms Contract Extension #2; Second and final extension effective 3/10/2018 & ending 3/10/2019

Project Location: All departments with uniforms

Presented to City Council: 2/12/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$45,000.00 Estimated annual cost based on contract unit prices

Providers: Riverbend Enterprises, Inc., dba East Bay Engraving

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10 XXX	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: Various "Uniform" expense accounts by Dept Revenue Code: _____
 Acct Name: Uniforms

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____

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

Project Budgeted: n/a

(Over) Under budget amount: _____

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

Funding: Operating funds

City Council Prior Approval? Date? Yes - Original contract approved 1/7/2016

City Treasurer

Finance Director

Mayor

Request Received Date: 1/11/18

Received Date: 1/16/18

Received Date: 1/24/18

Request Approved Date: 1/16/18

Approved Date: 1/16/18

Approved Date: 1/24/18

Signatures: Michael V. Hinson CPA

Jill Cabiniss

Mayor Karin Wilson

Contact Person: Richard Peterson, Operations Director



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
for Purchasing Manager

Karin Wilson
Mayor

Date: January 9, 2018

Re: Requesting City Council Award **Extension #2** of **Bid No. 008-16, Employee Uniforms**

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

On January 7, 2016, **Bid No. 008-16, Employee Uniforms** contract was issued to **Riverbend Enterprises, Inc.**, and it was to terminate on March 10, 2017. Extension #1 was approved and executed, and will end on March 10, 2018. The Mayor has requested that the City exercise the option of extending the bid one additional and final year (Extension #2) to terminate on March 10, 2019.

Lisa A. Hanks, MMC
City Clerk
Michael V. Hinson, CPA
City Treasurer

If approved, **Extension #2** will be awarded to **Riverbend Enterprises, Inc. dba East Bay Engraving**, of Fairhope, AL for the contract unit prices quoted, for an estimated amount of Forty-Five Thousand Dollars (\$45,000.00) per year. The Vendor is in agreement with the extension (see attached).

Please place on the next available City Council Agenda this request to extend for the second and final additional year, the award of Extension #2 of contract for Bid No. 008-16 Employee Uniforms, and authorize the Mayor to execute contact extension #2 with Riverbend Enterprises, Inc. dba East Bay Engraving of Fairhope, AL.

Cc: file



To: City of Fairhope

From: East Bay Engraving

Date: January 10, 2018

RE: Bid #008-16 Employee Uniforms

We agree to extend Bid #008-16 Employee Uniforms for one additional year including terms, conditions & pricing to remain the same.

Thank you for the opportunity.

Morgan E. Slay

East Bay Engraving

25 South Section Street, Suite C

Fairhope, AL 36532

251-928-1770

eastbayengraving@gmail.com

City of Fairhope

Extension No. 2 of Contract for

Bid No 008-16 Employee Uniforms 2016

This EXTENSION NO. 2 OF CONTRACT ("Extension") is made this ___ day of _____, 2018 for the purpose of extending the Contract known as Bid No. 008-16 Employee Uniforms 2016, dated March 10, 2016, ("Original Bid") between the City of Fairhope, and Riverbend Enterprises, dba East Bay Engraving, the ("Parties").

1. The Original Awarded Bid, which is attached hereto as a part of this Extension, is described below:

Bid No. 008-16 Employee Uniforms 2016 and was extended on **March 10, 2017 at 11:59 p.m.**

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the Original time period, **March 10, 2017** and will end on **March 10, 2018, at 11:59 p.m.**

3. The Parties agreed to extend the Original Contract and first extension, for a second and final period, which will begin immediately upon the expiration of the first extension time period, **March 10, 2018**, and will end on **March 10, 2019, at 11:59 p.m.**

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

IN WITNESS WHEREOF, the parties hereto have executed this **Extension #2** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC
City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this _____ day of _____, 2018

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 2018

Notary Public _____

My Commission Expires ____/____/____

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN FY18
GULF COAST CONSERVATION GRANT TO THE
NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF)**

WHEREAS, the National Fish and Wildlife Foundation (NFWF) is accepting grant applications for the FY 2018 Gulf Coast Conservation Grant Program (GCCGP); and

WHEREAS, the City of Fairhope has identified a need to provide a conservation program to support the ecosystem and living resources at the Municipal Pier that will include, but not be limited to, an oyster production program; and

WHEREAS, the total project cost estimate is \$250,000.00 and the City is requesting \$250,000.00 in FY18 GCCGP funds and, no matching contributions are required;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a pre-application to NFWF requesting an FY 2018 GCCGP grant and authorizes the Mayor to sign the required grant application on behalf of the City.

DONE, under the Seal of the City of Fairhope this 15th day of February, 2018.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, The City of Fairhope hereby proposes the following membership fees for the City of Fairhope Recreation Center which includes pool, gyms, fitness, etc. (attached as Exhibit A), the City of Fairhope Municipal Pool (attached as Exhibit B).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the proposed fees shall take effect March 1, 2018.

BE IT FURHTER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that any resolution or part(s) thereof, in conflict with this resolution is hereby repealed.

ADOPTED THIS 15TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Exhibit "A"

FAIRHOPE RECREATION CENTER MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$35.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$40.00
Pickleball Monthly	\$35.00
Personal Training	\$265.00

Exhibit "B"

FAIRHOPE MUNICIPAL POOL MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$35.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$40.00
2-Day Pool Pass	\$8.00
Pool Party	\$70.00

13 September 2010

EXHIBIT "A"



Fairhope Recreation Center 2011 Membership Rates

Membership Rates Within the Corp. City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$55.00	\$150.00	\$420.00
Family (immediate family members)	\$65.00	\$180.00	\$480.00
Senior Single (60 and over)	\$35.00	\$100.00	\$320.00
Senior Couple (60 and over)	\$45.00	\$130.00	\$375.00

Membership Rates Outside of the Corp. City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$70.00	\$190.00	\$525.00
Family (immediate family members)	\$85.00	\$225.00	\$600.00
Senior Single (60 and over)	\$45.00	\$125.00	\$400.00
Senior Couple (60 and over)	\$60.00	\$165.00	\$470.00

Trial Membership Rates	
Day-Pass (Single day)	\$5.00
10-Pack (10 daily Visits)	\$40.00

Recreation Center Hours of Operation	
Monday - Friday	5:00 AM - 8:00 PM
Saturday	8:00 AM - 2:00 PM
Sunday	1:00 PM - 5:00 PM
Nursery	8:00 AM - 11:00 AM & 4:00 PM - 7:00 PM M-Th

13 September 2010

EXHIBIT "B"



Fairhope Municipal Pool 2011 Membership Rates

Membership Rates Within the Corp. City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$30.00	\$60.00	\$150.00
Family (immediate family members)	\$50.00	\$120.00	\$250.00
Senior Single (60 and over)	\$25.00	\$50.00	\$125.00
Senior Couple (60 and over)	\$40.00	\$70.00	\$175.00
Day-Pass (Single day) \$3.00			

Membership Rates Outside of the Corp. City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$50.00	\$100.00	\$200.00
Family (immediate family members)	\$100.00	\$175.00	\$300.00
Senior Single (60 and over)	\$40.00	\$150.00	\$175.00
Senior Couple (60 and over)	\$80.00	\$160.00	\$200.00

Day-Pass (Single day) \$5.00	
------------------------------	--

Recreation Center Hours of Operation	
Monday - Thursday	5:00 AM - 7:00 PM
Friday	5:00 AM - 6:00 PM
Saturday	10:00 AM - 6:00 PM
Sunday	12:00 PM - 6:00 PM

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Jack Burrell (on behalf of the City Council) to negotiate the purchase price for the K-1 property and building with the Baldwin County Board of Education.

Adopted on this 15th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

PERSONNEL BOARD

NOMINEE (S)

5-Year Term

APPOINTMENTS

Ron Hayes

The term shall end December 2023

REAPPOINTMENTS

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: Hayes First Name: Ron
Phone Number: 251-391-8560 Cell: - Email: Fightwron@gmail.com
Home Address: 755 Morphy Ave
City: Fairhope State: AL Zip: 36532
Business Address: SAME
City: _____ State: _____ Zip: _____
Name of Board or Committee: Personal Board

EDUCATIONAL BACKGROUND:

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Signature: [Signature] Date: 1-17-18

You may attach a resume with this application.

Application for Appointment to a City Board or Committee

Fairhope Alabama. For Ron Hayes The Fight Project

Education

BC Rain High School - Mobile Al. Graduated 1967

Mobile Infirmary School of Radiology GR. 1969

OSHA Classes at Faulkner State College 1997

OSHA Training Classes - 1998 – 2002

Professional Licenses and or Associations A.R.R.T. See CV

Professional Experience See CV

Civil Interest and or Service Memberships See CV

How will your qualifications best serve the needs of the Community?

For 24 years I have fought for better workplace safety, I have worked with hundreds of companies, large and small, to make workplace stronger, I have taught thousands of workers about safety issues. I have helped hundreds of injured workers and families with workplace fatalities. We need a better safety awareness in the City of Fairhope and I will bring that awareness to my home town. See CV



Ron Hayes

Founder, The F.I.G.H.T. Project

Background

Ron and Dot Hayes started the Families in Grief Hold Together (F.I.G.H.T.) Project after the untimely workplace death of their son, Patrick. Through the F.I.G.H.T. Project, the Hayes family has been able to provide much needed services and support to other families of victims of workplace injury, illness, and death, helping them to hold together and get answers while working through the difficult months and years that follow. In the course of his work, Ron has prompted changes to Occupational Safety and Health Administration (OSHA) regulations, published articles and conducted seminars to raise awareness of workplace safety, and has honored his son by blazing a path for more than 800 families to navigate the physical and emotional hurdles encountered after a the loss or injury of a loved one.

Major Events Timeline

1993

- October 22: Ron and Dot Hayes' 19-year-old son Patrick Hayes suffocates under tons of corn while "walking the corn" in a Showell Farms, Inc. silo

1994

- February: Willful citations were recommended against Showell Farms, Inc. with a fine in excess of \$500,000
- April: Citations were reduced by OSHA against Showell Farms, reducing the total fine to little more than \$30,000 (Ron succeeded in getting the final total of fines increased to \$42,000)
- Ron testifies before a House Labor subcommittee
- Ron leaves his full-time job to create the Families In Grief Hold Together (F.I.G.H.T.) Project and to pursue investigation of OSHA

1995

- June: Ron testifies in a U.S. Senate hearing on workplace safety issues and a bill to reduce OSHA's effectiveness
 - July: Ron and Dot starred in AFL-CIO radio and television commercial on OSHA issues
 - August: Ron testifies at a U.S. House of Representatives hearing in Pickens County, SC on the need for strong job safety protections
 - August: "Dateline: Who's Protecting Whom?" airs, featuring Hayes and his quest for answers from OSHA
 - October 24: Joseph A. Dear, Director of OSHA, and Robert Reich, Secretary of Labor, offer a formal and extraordinary apology to Ron and Dot Hayes for the mishandling of the investigation of their son's death and for the impersonal treatment by OSHA officers
- 1996
- March: OSHA issues final rule revising the standard to ensure greater protection for workers against hazards of being engulfed by grain or being entrapped when mechanical equipment is used to move the grain (29 CFR 1910.272)
- 1997
- June: Ron receives Cavallo Foundation Award
 - July: *Time* magazine names Ron a "Local Hero"
- 1998
- July 22: Alabama Governor Fob James proclaims Ron Hayes Day in Alabama
- 1999
- Ron testifies in a U.S. Senate hearing (Washington, D.C.) and a U.S. Senate field hearing (Fairhope, AL) regarding the proposed Safety Advancement for Employees (SAFE) Act of 1999
 - April: Charles Jeffress, OSHA administrator, asks Ron to lead sensitivity workshop for OSHA compliance officers
- 2000
- The Hayes's struggle to learn about what happened to their son constitutes chapter one in *Citizen Muckraking: How to Investigate and Right Wrongs in Your Community*, a publication of The Center for Public Integrity
- 2000
- October: *Occupational Hazards* selects Ron as "Champions of Safety" winner
- 2001
- March: Ron is a main organizer and participant at the Workplace Safety Summit held at Georgetown University. The Center for Business and Public Policy of the Georgetown University's McDonough School of Business was formed as a result of the interest following this event
 - April: NPR interviews Ron about his efforts to improve worker safety and help families who have lost a loved one on the job

- 2002

 - September: CBS Morning Show invites Ron to share his story and his vision for improving worker health and safety
- 2003

 - March: Ron attends his first meeting as a member of National Advisory Committee on Occupational Safety & Health (NACOSH)
- 2004

 - Ron appears on PBS Frontline's series "A Dangerous Business" to discuss the realities of workers compensation
- 2008

 - March: Ron testifies for a U.S. Senate hearing on the accuracy, comprehensibility, and difficulty in complying with OSHA's Material Safety Data Sheets (MSDS)
 - April: Senator Edward Kennedy (D-Mass) and Ron are interviewed in a national news conference in Washington, D.C., to promote proposed legislation for worker safety, Protecting America's Workers Act (PAWA)
- 2010

 - April: Ron testifies in a U.S. Senate Labor Committee Hearing pertaining to PAWA
- 2010

 - May: New OSHA compliance code goes into effect, incorporating sensitivity training procedure written by Ron
- 2011

 - November 18: "Tribute to Ron Hayes" given by Senator Jeff Sessions (R.-AL) and Congressman Jo Bonner (R Al)
- 2011

 - April 28 Key Note speaker for the first sponsored Worker Memorial Day service for Region 7 OSHA District.
- 2012

 - April Key Note speaker for Missouri State Workers Comp.Meeting
 - September Grain Safety Presentation at Missouri State Fair
- 2013

 - Safety Meeting with Southern Co.
- 2014

 - Safety Meeting with Several Companies and Senativity Classes for two Federal OSHA offices
- 2015

 - Key Note speaker for IMPACT (Iron Workers Union)
 - Safety meetings for many Companies, Key Note speaker for ASSE Pensacola Chapter.

- 2016 Developed Grief Bookmark Safety Training classes for Escambia Co.
Florida Landfill
- Key Note for Escambia County Safety Committee meeting
- 2017 Worked with Federal OSHA preparing a Question Aire, for use with
the Annual FAME report for State OSHA Oversight.
- Worked with five families with problems with KYOSH
- Worked with Federal OSHA and US Attorney on a Criminal Case
- Developed a Pamplet for Federal and State OSHA to use in Fatality
Investigations, title When A Worker Dies on The Job in Alabama and
In ten other states.
- Key Note speaker for IMPACT Southern Safety Council meeting
- Organized the first Workers Memorial Program for Kentucky

Awards & Honors

1995

- **Giraffe Hero** – The Giraffe Project honors those who “stick their necks out for the common good”. Ron receives this honor for quitting his career to begin searching for answers to his son Pat’s death and helping other families deal with the difficulties that accompany workplace tragedy
- **Hellraiser Award** – Mother Jones Magazine
- **Best Exposé** – Atlanta Journal and Constitution awards Ron’s article “They Killed My Son”

1997

- **Cavallo Award: Moral Courage in Business and Government** - Ron Hayes and The F.I.G.H.T. Project were nominated by Representative Sonny Callahan and Senator Ted Kennedy, among others, to receive this honor that is usually reserved for a government employee who is a “whistle blower” on government spending waste
- **Local Hero Award** – *Time* magazine recognizes Ron for “making a difference” by “advising families in FIGHT how to get local and federal investigation reports”

1998

1998

- **Ron Hayes Day in Alabama** – Governor Fob James proclaims July 22, 1998 Ron Hayes Day, recognizing his efforts to help grieving families
- **Community Champion** – The Civil Justice Foundation selects Ron for acting on behalf of injured consumers, and through his work demonstrates a compassion and commitment to advocacy on behalf of injured consumers

2000

- **Champion of Safety** – Annual contest in which *Occupational Hazards* recognizes Ron for achievements in occupational safety and health
- **Resolution of Baldwin County Commissioners for Ron Hayes**

2001

- **Thoth Award** – Public Relations Society of America for *The Good Fight* proactive safety training video produced by Coastal Training Technologies and Dupont

2002

- **Honorary Member AIHA Society** – The American Industrial Hygiene Association is a community of individuals in industrial hygiene and occupational and environmental health and safety whose mission is protecting worker health
- **NACOSH Member** – Ron is appointed to serve on the on the Department of Labor's National Advisory Committee on Occupational Safety & Health

2007

- **Lifetime Achievement Award** – Alabama Governor's Safety and Health Conference awards Ron Hayes for his work in promoting occupational health and safety in Alabama

2008

- **Professional of the Year** – The Shoals Safety & Health Association recognizes Ron for promotion of safety in the state
- **50 Most Influential EHS Leaders** – The editors of *Occupational Hazards* Ron among the 50 people who have made the most impact on environment, health, and safety (EHS) in the past decade

2010

- **Safety Award** – Southern Company honors Ron for helping to broaden intra-organizational safety

2012

- **Top 101 Safety and Health Professionals in America** – ISHN counts Ron among the Top 101 Safety and Health Professionals in America

Publications

Hayes, R. (2011, December 21). Lets see a felony charge for killing American workers. *Industrial Safety & Hygiene News*. <http://www.ishn.com/articles/92222-lets-see-a-felony-charge-for-killing-american-workers->.

755 Morphy Ave, Fairhope Ala., 36532
Tel: 251-391-8560

Hayes, R. (2011, August 31). A son suffocates, a father's years of tears. *Industrial Safety & Hygiene News*. <http://www.ishn.com/blogs/16-random-sampling/post/91607-random-sampling-2011-08-31-a-son-suffocates-a-fathers-years-of-tears>.

Harville, A., & Hayes, R. (2011, April 27). "Even in death, Sis, you've opened our eyes...." *Industrial Safety & Hygiene News*. <http://www.ishn.com/articles/91139-even-in-death-sis-youve-opened-our-eyes>.

Hayes, R. (2008, April 30). On the side of the angels. *Industrial Safety & Hygiene News*. <http://www.ishn.com/articles/on-the-side-of-the-angels>.

Hayes, R. (2008, April 29). Testimony of Ron Hayes. *United States Senate Labor Committee Hearing*. <http://www.help.senate.gov/imo/media/doc/hayes.pdf>.

Hayes, R. (1998, October). One hot afternoon in June. *Industrial Safety & Hygiene News*.

Hayes, R. (1998, February). No one should die for a job. *Industrial Safety & Hygiene News*.

Hayes, R. (1995). *Silo Safety Sheet*.

Hayes, R. (1995, December). They killed my son. *The Progressive*, pp 29-30.

Death Benefits

A variety of death benefits may be available to your family. You may qualify to receive Social Security Benefits, Veteran's Administration Benefits, Life Insurance, Workers' Compensation, and Union or Fraternal Organization death benefits.

Social Security: If the deceased has a surviving spouse or dependent child, a monetary benefit is usually available. The family member must apply for payment personally. It is also worthwhile to review other Social Security benefits that may be available to the survivors. It is important to begin this process as soon as possible, but no later than 30 days from the death.

Veterans' Administration: Survivors of any person, who was an active or retired member of the military at the time of death, or honorably discharged veteran, could be eligible for a variety of benefits.

Insurance: Agents of all insuring companies should be contacted as soon as possible. They will supply the necessary information and forms for claims. Policies that the survivors hold naming the decedent as the beneficiary should be changed.

Workers' Compensation: If a worker dies as a result of injury, Workers' Compensation may pay benefits such as funeral expenses, medical fees, and compensation to dependents.

Bereavement Fares: Most major U.S. airlines offer bereavement fares, which are discounted airline tickets for family members traveling to a funeral or medical emergency. The airlines may require certain information before granting a bereavement fare. This may include a death certificate, the name and phone number of the funeral home, a doctor's note, or hospital phone number. You should contact the airline of your choice for further information.

Important Phone Numbers

OSHA Birmingham Area Office	205-731-1534
OSHA Mobile Area Office	251-441-6131
Alabama Coroner' Association	334-737-3620
Alabama Board of Funeral Svc	334-242-4049
Vital Statistics/AL Public Health	334-206-5418
Workers' Compensation	334-242-2868
Social Security Administration	800-772-1213
Veterans Administration	800-827-1000

Important Web Sites

OSHA	osha.gov
Alabama Coroners' Assoc.	alabamacoronersassociation.org
Alabama Board of Funeral Svc	fsb.alabama.gov
Vital Statistics/AL Public Health	alabamapublichealth.gov
Workers' Compensation	labor.alabama.gov
Social Security Administration	ssa.gov
Veterans Administration	va.gov
Kids' Chance	kidschance.org

When a Worker Dies on the Job in Alabama



Helpful Information for Family and Friends

Occupational Safety and Health Administration

Birmingham Area Office
205-731-1534

Mobile Area Office
251-441-6131



About this Guide

The time following a workplace fatality is tragic, especially for family and friends of the deceased. This guide explains the roles of the Occupational Safety and Health Administration (OSHA), the police, and the coroner after a workplace fatality. This guide also describes the steps taken by each after the accident and lists resources that family and friends may find helpful.

The information provided is general, so you should contact the organizations listed at the end of this brochure for more specific information.

What the Occupational Safety and Health Administration Does

The Occupational Safety and Health Administration (OSHA) will initiate an investigation as soon as possible after being notified of a fatality in the workplace. Investigations can be complex and may take several months to complete. OSHA works in cooperation with the police and other government agencies, when necessary, as part of its investigation. OSHA will conduct an investigation to determine the cause of the accident and may issue citations with monetary penalties to the employer if violations of the OSHA Act are found. You are encouraged to contact your local OSHA office if you have any information that may be helpful to the investigation. A fatal accident does not always lead to issuance of citations. If a decision is made to issue citations, copies of the citations will be mailed to you. The amount of information that OSHA can give you or your legal representative before the investigation is completed is restricted under the Freedom of Information Act (FOIA).

What the Police Do

The police normally respond to workplace fatalities and are responsible for contacting family members. They will also inform the coroner's office and prepare a summary of evidence for the coroner. Personal property found on the deceased will be returned to the next of kin or immediate family members as soon as possible. In some instances, it may be necessary to retain certain items until the investigation has been completed. Clothing is usually disposed of when the deceased is admitted to the mortuary.

To assist the coroner, a police officer will take statements and prepare a report. Police officers will ask you questions about the deceased and the circumstances of the death. Usually, they will be able to obtain most of the necessary information when they first speak with you. However, there may be follow-up questions and statements to be signed so that the file can be sent to the coroner. The police and OSHA inspectors will conduct independent investigations. OSHA will determine whether any workplace health and safety laws have been broken, while the police consider matters of criminal law.

What the Coroner Does

Each county has its own coroner. The coroners are responsible for investigating the circumstances surrounding certain fatalities, including accidental workplace deaths. This investigation may include an autopsy if the coroner decides that such a procedure is necessary to determine the cause of death. An autopsy may not be performed if the coroner decides the death was due to natural causes. Upon the conclusion of the coroner's investigation, the deceased will be released to the funeral home that you specify.

A death certificate will be issued by the coroner after the investigation is completed. The death certificate may be obtained from the coroner or the Department of Health and Environment.

Funeral Arrangements

The coroner, in most circumstances, will release the deceased to the funeral director after the post-mortem examination and identification has been completed. A list of funeral directors can be located in the Yellow pages of the telephone directory. A viewing of the deceased, and burial arrangements, can be arranged with the funeral director.

How to Obtain a Death Certificate

Certified copies of death certificates are usually necessary for Social Security Benefits, life insurance policy claims, transfers of financial instruments and tangible property, tax returns and numerous other claims. These are obtained from the county in which death occurred or the State Dept. of Vital Statistics. We suggest that you phone these offices before visiting. If an autopsy was performed and you wish to have a copy of the report, you should contact the coroner of the county where the death occurred.



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

JAN 31 '18 PM 2:07

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.

APPLICANT'S NAME Walgreen Co. See attached list of officers SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH _____

MAILING ADDRESS 302 Wilmot Rd, 3rd Floor MS 3353, Deerfield, IL 60015

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS _____ NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Rite Aid 101 South Greeno Road, Fairhope, AL 36532

NAME OF CORPORATION Walgreen Co.

BUSINESS LOCATION 101 South Greeno Road, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE see list attached UNDER WHAT NAME Walgreen Co.

HAS APPLICANT EVER BEEN ARRESTED No. IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER

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.

J. Ch. Attorney in Fact
SIGNATURE (FULL NAME)

12/21/2017
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED *Joseph H. Pette* DATE 02-06-18
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.