

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in a Work Session at 4:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 10 December 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 4:30 p.m.

The following topics were discussed:

- Public Works Director Richard Johnson addressed the City Council regarding the Discussion of Gardeners and Custodians. He explained that both Gardener Apprentices and Gardeners I do the same thing and would like to amend the budget to make them all Gardeners I; to delete the Litter Patrol/Equipment Operator Apprentice position; and to increase the four part-time Custodians positions by \$1.00 per hour. The consensus of the City Council was to move forward with this request.
- Lorenzo Howard and Diane Thomas, on behalf of the Personnel Board, addressed the City Council with their recommendation whether or not to increase the salary pay grades for the Compensation Plan. Ms. Thomas stated that the last update was in 2015. The Human Resources Department checked with seven municipalities and Baldwin County for the past three years. Most of the municipalities had a yearly Cost of Living Adjustment and moved the ranges.

Ms. Thomas said the Personnel Board recommends moving ranges for Grades 10 through 34 by six percent and review yearly. Ms. Thomas also said that very few employees fit the increase to move at least to the minimum. Mr. Howard said three years ago the cost for moving employees up to the minimum was around \$1,800.00; and we need to look at the big picture. Council President Burrell asked for the resolution to be prepared and the City Council could walk on tonight.

- Mayor Wilson addressed the City Council on the Briefing on Restore Act Proposals. She said that Bucket One will be the first released which includes Water Front Restoration and Green Space Resilience. Richard Johnson said the first step is the Planning and Feasibility Study. Mr. Johnson said we are looking at bulkhead, living shore line, bluff stabilization, retrofit pier, park improvement, enhance trail system, landscape, hardscape, etc.

Mayor Wilson stated she prepared proposals for the primary needs of the City. She said that Bucket Three was for Water Quality, so we looked at the Sewer System Rehabilitation. Mayor Wilson also mentioned the Comprehensive and Land Use Study/Plan. Council President Burrell requested that the City Council be included for buy in on Restore Act Proposals. Mayor Wilson stated she wanted two Councilmembers on each project.

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- IT Director Jeff Montgomery addressed the City Council on the Discussion on Migrating Push to Talk to Verizon. He said there have been issues with Southern Linc with the Utilities and Police Department regarding communications. Mr. Montgomery gave a handout with comparisons for each company. He commented that Southern Linc was now fully restored, but there one tower has gone offline twice already. The consensus of the City Council was to move forward with this request.
- Councilmember Boone gave an update on the Personnel Board. He said they discussed Personnel Pay scale update; and the six percent is not money spent now.
- Councilmember Brown gave an update on the Education Advisory Committee and stated the discussed the Special Tax District. He said the Pedestrian and Bicycle Committee did not meet.
- Councilmember Conyers announced the Historic Preservation Committee meets Wednesday; and the Fairhope Environmental Advisory Board meets Friday.
- Councilmember Robinson said the Christmas Parade met.
- Public Works Director Richard Johnson addressed the City Council regarding the following items: 2020 Recreational Trails Program Grant for the North Beach Park; and said the Christmas Parade was phenomenal.
- Planning Director Wayne Dyess addressed the City Council regarding the Discussion of Small Cell Towers moratorium and Federal regulations which may prohibit one. Mr. Dyess mentioned Agenda Item Number 7: Greeno Road Corridor Moratorium which will be for the corporate limits only.
- Jay Whitman, Assistant Water and Sewer Superintendent, addressed the City Council regarding the Water Tower Project. He stated that cell phone companies are still on schedule for December 19, 2018; and said there are some other issues being worked on.
- Operations Director Richard Peterson addressed the City Council regarding the natural gas which has gone up approximately 60 percent.
- Economic and Community Development Director Sherry-Lea Botop addressed the City Council regarding the State of the City on January 24, 2018 from 5:00 p.m. to 7:00 p.m. She mentioned the Natural Park Service being here on January 8, 2018. Ms. Botop said we are working on the BRATS Hub Project and a Low Impact Film.

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- Electric Superintendent Michael Allison addressed the City Council regarding the transformers on the agenda. He stated these are part of the substation upgrades and the ones with the longest lead time.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:34 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

Price Comparison

<b>Verizon</b>	<b>Southern LINC</b>
PTT Service: \$17.99	PTT: \$20.00
Add Cell Phone: \$7.00	Add Cell Phone: \$10.00
Add Unlimited Data: \$17.99	Add DATA (2GB): \$10.00 (5GB): \$15.00 (10GB) \$25.00
APP for existing smartphones: \$2.00	APP for existing smartphones: \$10.00
<b>HARDWARE COST</b>	<b>HARDWARE COST</b>
Basic Phone \$0.99	Basic Phone: \$0.99
Smart Phone \$179.99 with a \$100.00 rebate after 2 months.	Smart Phone: \$0.99
Example 1: Phone with PTT and Cell: \$24.99	Example 1: Phone with PTT and Cell: \$30.00
Example 2: Phone with PTT, Cell, and Data \$41.99	Example 2: Phone with PTT, Cell, and 2 GB Data \$40.00

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 Thursday, 10 December 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 Pastor William Parsons from Redeemer Lutheran Church and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 20: a resolution to authorize a one-time pay increase for City employees.

Councilmember Robinson moved to add on the above-mentioned item (s) not on the printed agenda. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve minutes of the 26 November 2018, regular meeting; minutes of the 26 November 2018, work session; and minutes of the 26 November 2018, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Lee Parks with Warren Averitt who is performing our audit. Since the Treasurer left several people have been doing the job which increases the risk of fraud and theft. The auditors recommend the Finance Department staff do Treasurer duties. Most Cities have the Finance Director over the Treasury Department;
- 2) Sales Tax Ordinance is not on agenda;
- 3) Finance Director Jill Cabaniss found debt prepayment does not need any funds added;
- 4) Quality of Life issues;
- 5) Fairhope Local (invest in the nest) and support local businesses;
- 6) Thanked everyone for a great Christmas Parade; and thanked the Public Works Department and Police Department for their hard work.

10 December 2018

The following individuals spoke during Public Participation for Agenda Items:

- 1) Dr. Jerry Henry, 124 D'estrehan, addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and said he was against the Entertainment District. He commented this is a family atmosphere for the Christmas Parade and Mardi Gras. He said we have a good Council and Mayor who make good/right decisions. Dr. Henry stated once you open the door to something, it gets out of control.
- 2) Ben Smith, 217 South Mobile Street, addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and said he was against the Entertainment District. Mr. Smith said he agreed with Dr. Henry. He said get with the Chief of Police and the Police Department to discuss.
- 3) Amy Pippin, 855 Garden Circle, addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and said she has over 2000 plus signatures on a petition for the Entertainment District. She asked the Council to protect small time businesses; and the Christmas Parade this year was on the anniversary of an ABC sting.
- 4) David Shepherd, 21210 County Road 13, , addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and asked the following question: How will you control this area. In 1959 he moved to this Community. Mr. Shepherd said he respected the past City leaders to do what they should or what they should not do. He commented this is the fastest growing City in Baldwin County; we have accolades in magazines without an Entertainment District.
- 5) Brent Shaw, Hunters Loop, addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and wants Fairhope to remain safe. Mr. Shaw said he was against the Entertainment District; and this will not add to what we are for Fairhope.
- 6) Erik Hankins, 205 South Drive, addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope. Mr. Hankins said he lived in Oxford, Mississippi for 10 years. He said with an Entertainment District alcohol increased and friendliness went down. He said family and friendliness will suffer. Mr. Hankins said he was against the Entertainment District.
- 7) Cecelia Brenny, 103 Mulberry Lane, , addressed the City Council on Agenda Item Number 8: An Ordinance establishing an Entertainment District for the City of Fairhope; and said her husband gets to work early and finds beer bottles and cans left in flower boxes and window seals. Ms. Brenny mentioned Andy Stanley who said "there is a time we adjust our lives for the law, etc."

Councilmember Robinson thanked the Police Department and Public Works Department for their work during the Christmas Parade. He also thanked the volunteers on the Christmas Parade Committee and City employee Paige Crawford.

10 December 2018

Councilmember Conyers congratulated his Dad on his 71st Birthday. He asked everyone to shop local this Thursday with our Downtown merchants. Councilmember Conyers said he went to the Fairhope Junior Council and there are 10 individuals from the 9th and 12th graders. He said it is really good to see this inaugural group.

Councilmember Brown thanked the Public Works and Police Departments for the safe Christmas Parade.

Councilmember Boone said the Christmas Parade is a family fun event. He also thanked the Public Works and Police Departments for their hard work.

Council President Burrell said thank you to staff for the Christmas Parade and making it a great event.

Councilmember Robinson moved for final adoption of Ordinance No. 1629, an ordinance to amend Zoning Ordinance No. 1253 and to zone the property of LA Development, LLC to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the south side of Manley Road, Fairhope, Alabama. PPIN #230553. Pinewood, Phase 2. (Introduced at the November 26, 2018 City Council Meeting) Councilmembers Conyers and Boone recused themselves from the vote. Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, and Brown. ABSTAIN – Conyers and Boone. NAY - None.

Councilmember Brown moved for final adoption of Ordinance No. 1630, an ordinance to amend Zoning Ordinance No. 1253 and amend Ordinance No. 1582 known as Old Battles Village PUD, Phases 2, 3, 4, 5, and 6. The property owned by Truland Homes, LLC generally located on the east side of Garrison Boulevard, Fairhope, Alabama. (Introduced at the November 26, 2018 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing an Ordinance of the City of Fairhope to Protect the Health, Safety and General Welfare of the People relating to Development along the Greeno Road Corridor and the Filing of Rezonings, Site Plan Approvals, and Multiple Occupancy Project applications within the Corporate Limits of the City of Fairhope.

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 20, 2018 City Council meeting.

10 December 2018

Council President Burrell explained a few highlights and changes to the proposed ordinance: changed the cups being approved and provided by the Downtown Merchants Association to the City of Fairhope or designated vendor. He also mentioned this being only for Special Events, one hour before and after the event.

Councilmember Brown introduced in writing an ordinance to establish an Entertainment District for the City of Fairhope.

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 20, 2018 City Council meeting.

Councilmember Boone introduced in writing an ordinance amending Ordinance No. 1504 and Authorizing and Granting Bellsouth Telecommunications, Inc. d/b/a AT&T Alabama (“AT&T”) the right to use the Rights-of-way of the City to provide Video Services to the citizens of the City under the terms of the original Agreement adopted on November 25, 2013; and the Addendum to the Agreement which amends Paragraph 2 of the Agreement by changing date of termination from December 31, 2108 to December 31, 2023; and Paragraph 13, the “Notices” paragraph of the Agreement by changing the address for AT&T Alabama.

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 20, 2018 City Council meeting.

Councilmember Conyers 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 2020 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 Robinson, motion passed unanimously by voice vote.

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10 December 2018

**RESOLUTION NO. 3256-18**

**AUTHORIZING THE SUBMISSION OF AN FY2020  
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 FY2020 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 FY2020 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 FY2020 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 10th day of December, 2018.

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and will write a formal letter of support to the MS-AL SeaGrant Consortium in collaboration with NOAA's Office for Coastal Management to support a Public/Private Resilience effort that will help create disaster mitigation strategies, identify vulnerabilities and businesses create continuity plans. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

10 December 2018

**RESOLUTION NO. 3257-18**

**WHEREAS**, the City of Fairhope is submitting a letter of Intent to Apply for \$28,500.00 from the MS-AL SeaGrant Consortium in collaboration with NOAA's Office for Coastal Management to support a Public/Private Resilience effort that will help create disaster mitigation strategies, identify vulnerabilities and businesses create continuity plans. The City of Fairhope's primary partnership for this year-long program will be the Eastern Shore Chamber of Commerce and there is no City match for this funding; and

**WHEREAS**, the City Council is desirous to approve and support this intent to apply for the \$28,500.00 MS-AL SeaGrant.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and will write a formal letter of support to the MS-AL SeaGrant Consortium in collaboration with NOAA's Office for Coastal Management to support a Public/Private Resilience effort that will help create disaster mitigation strategies, identify vulnerabilities and businesses create continuity plans.

Adopted on this 10th day of December, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council desires to provide a reliable, code compliant, electrical system for the main pier. The Council further recognizes the need to invest in infrastructure upgrades to accomplish this desire of reliable, code compliant, electrical system, to which, the Fairhope City Council agrees hereto: 1) Increase the funding for Stewart Engineering an amount not to exceed \$13,621.02, and 2) Continue to work with FEMA officials to seek reimbursement for the replacement and upgrades of the electrical system at the main pier, required to meet current building codes, to ensure the safety of its citizens and guests who enjoy this facility. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

10 December 2018

**RESOLUTION NO. 3258-18**

**WHEREAS**, the City of Fairhope owns and operates the main pier and its accompanying infrastructure in the City of Fairhope, and

**WHEREAS**, the City of Fairhope desires to support infrastructure improvement needs relating to damages caused by natural disaster, and particularly Hurricane Nate, and

**WHEREAS**, the damage to the electrical distribution system requires upgrades to meet current building codes, and

**WHEREAS**, The City of Fairhope has retained the services of Stewart Engineering to perform miscellaneous electrical engineering work for the City of Fairhope for an annual period, and not to exceed \$20,000.00, and

**WHEREAS**, payments to Stewart Engineering for such miscellaneous engineering consultation, including the design for such electrical upgrades to the main pier, has exceeded said \$20,000.00, and

**WHEREAS**, Stewart Engineering has exceeded the current value of the "On Call" service agreement by \$3,621.02 with anticipated "Construction, Inspection and Engineering (CE&I)" expenses not to exceed \$10,000.00, and

**WHEREAS**, the anticipated reimbursement from FEMA for the work related to the design and construction oversight of the main pier electrical upgrades will equal 87.5% of the fee and the net outlay from the City of Fairhope can be reduced to an amount that remains below the original \$20,000.00 not to exceed fee, and

**NOW, THEREFORE BE IT RESOLVED**, the Fairhope City Council desires to provide a reliable, code compliant, electrical system for the main pier. The Council further recognizes the need to invest in infrastructure upgrades to accomplish this desire of reliable, code compliant, electrical system, to which, the Fairhope City Council agrees hereto:

- 1.) Increase the funding for Stewart Engineering an amount not to exceed \$13,621.02, and
- 2.) Continue to work with FEMA officials to seek reimbursement for the replacement and upgrades of the electrical system at the main pier, required to meet current building codes, to ensure the safety of its citizens and guests who enjoy this facility.

Adopted on this 10th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

10 December 2018

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains 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 a not to exceed amount of \$341,350.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3259-18**

**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. 2 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains 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 a not to exceed amount of \$341,350.00.

Adopted on this 10th day of December, 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 to award RFQ for a Replacement Pump and Column Assembly for Well #7 to Griner Drilling Service, Inc. with a total cost of \$32,200.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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10 December 2018

**RESOLUTION NO. 3260-18**

**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 a Replacement Pump and Column Assembly for Well #7 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 a Replacement Pump and Column Assembly for Well #7 for the Water Department from Griner Drilling Service, Inc. with a total cost of \$32,200.00.

Adopted on this 10th day of December, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution to award Bid No. 004-19 for the Annual Contract for Hydrated Lime and Gas Chlorine Chemicals to Water and Waste Specialties, LLC with the total bid proposal of \$9.00 per 50lb bag of Hydrated Lime and \$92.00 per 150lb cylinder of Gas Chlorine. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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10 December 2018

**RESOLUTION NO. 3261-18**

**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 the Annual Contract for Hydrated Lime and Gas Chlorine Chemicals for the Water Department (Bid Number 004-19) 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  
Annual Contract for Hydrated Lime and  
Gas Chlorine Chemicals  
for the Water Department

[3] After evaluating the bid proposal with the required bid specifications, Water and Waste Specialties, LLC, with the total bid proposal of \$9.00 per 50lb bag of Hydrated Lime and \$92.00 per 150lb cylinder of Gas Chlorine, is now awarded the bid for the Annual Contract for Hydrated Lime and Gas Chlorine Chemicals for the Water Department.

Adopted on this 10th day of December, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

10 December 2018

CITY OF FAIRHOPE  
 BID TABULATION & RECOMMENDATION  
 Bid No : 004-19  
 Bid NAME: Hydrated Lime and Gas Chlorine  
 Bid OPENED: November 13, 2018 2:00 P.M.

VENDOR	ADDENDA: 1 & 2	Response forms Executed / Signed /Notarized	Hydrated Lime per 50 lb bag unit price	Lime Manufacturer	Gas Chlorine per 150 lb cylinder unit price	Gas Chlorine Manufacturer
Water and Waste Specialties, LLC	yes	yes	\$9.00	UNIMIN/COVIA	\$92.00	Allied Universal
DPC Enterprises	yes	yes	\$10.50	Carmeuse	\$97.50	Olin
Thatcher Chemical	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Industrial Chemical, Inc	No Response					
Harcros Chemicals, Inc	No Response					
Thornton Musso Beierlein, Inc	No Response					
Covia Corp	No Response					

Award to Water and Waste Specialties, LLC in the amount \$9.00 per 50 lb bag of Hydrated Lime and \$92.00 per 150 lb cylinder of Gas Chlorine.

Recommendation:



Richard Peterson, Director of Operations

11/27/2018

To my knowledge this is an accurate bid tabulation.



Delores A Brandt  
 Purchasing Manager

11/29/18

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to award Bid No. 002-18 for Multiple Transformers as follows: Item Number 1, Power Transformers, to ABB, Inc. with a total bid proposal of \$1,191,520.00; and Items 2a, 2b, and 3, Power Transformers, to Virginia Transformer Corporation with a total bid proposal of \$1,337,594.00. (Grand total of \$2,529,114.00 over three fiscal years) Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

10 December 2018

**RESOLUTION NO. 3262-18**

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

[1] That the City of Fairhope, by and through Stewart Engineering, Inc., Project Engineer, did request, receive, and open bids for Multiple Transformers for the Electric Department (Bid Number 002-18).

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

Please see attached Bid Tabulation for  
Multiple Transformers for the Electric Department

[3] After evaluating the bid proposals with the required bid specifications the following two vendors are awarded the bid for Multiple Transformers for a total of \$2,529,114.00 (total over 3 fiscal years):

Item Number 1, Power Transformers, to ABB, Inc. with a total bid proposal of \$1,191,520.00; and

Items 2a, 2b, and 3, Power Transformers, to Virginia Transformer Corporation with a total bid proposal of \$1,337,594.00.

Adopted on this 10th day of December, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk



10 December 2018

BID TABULATION  
ITEM 2a - DELIVERY OCTOBER 2019

LOCATION: Fairhope Public Utilities  
Fairhope, Alabama

BID OPENING DATE: November 1, 2018 at 2:00 P.M.  
PROJECT: 3-PH Power Transformer 15/20/25 MVA  
BID ON TWO (2) TRANSFORMERS

BIDDER	MANUFACTURER	NO LOAD LOSSES (KW) (@ \$8000/KW) (EACH)	LOAD LOSSES (KW) (@ \$2000/KW) (EACH)	AUX LOSSES (KW) (@ \$1500/KW) (EACH)	BASE BID (EACH)	EVALUATED BID (EACH)	BASE BID TOTAL	EVALUATED BID TOTAL	DELIVERY	REMARKS
1. Anixter (South) Pensacola, AL										No Bid.
2. SPX Trfmr Solutions Waukesha, WI	SPX	10.9	41.6	3.1	\$503,945	\$657,195	\$1,007,890	\$1,314,390	32-36 weeks	Bid Bond. 5 Year Warranty.
3. Graco Dothan, AL										Received Late, Returned Unopened.
4. Pennsylvania Trfmr Tech Inc. Canonsburg, PA	PTTI	11.0	49.5	2.4	\$420,532	\$589,132	\$841,064	\$1,178,264	32-36 weeks	Bid Bond. 5 Year Warranty.
5. Virginia Trfmr Corp Roanoke, VA	VTC	10.09	45.52	2.0	\$346,552	\$501,132	\$693,104	\$1,002,264	10/2019	Bid Bond. 5 Year Warranty.
6. ABB, Inc. Crystal Springs, MS	ABB	10.0	50.7	2.8	\$382,850	\$548,450	\$785,700	\$1,096,900	10/2019	Bid Bond. 5 Year Warranty.
7. Delta Star Lynchburg, VA	Delta Star									No Bid.
8. Utility Power Decatur, AL										No Response.

I hereby certify that the above is a true and correct tabulation of bids received on November 1, 2018 for two (2) 3-PH Power Transformers 15/20/25 MVA.

BY   
STEWART ENGINEERING, INC.


BID TABULATION  
ITEM 2b - DELIVERY FEBRUARY 2020

LOCATION: Fairhope Public Utilities  
Fairhope, Alabama

BID OPENING DATE: November 1, 2018 at 2:00 P.M.  
PROJECT: 3-PH Power Transformer 15/20/25 MVA  
BID ON ONE (1) TRANSFORMER

BIDDER	MANUFACTURER	NO LOAD LOSSES (KW) (@ \$8000/KW) (EACH)	LOAD LOSSES (KW) (@ \$2000/KW) (EACH)	AUX LOSSES (KW) (@ \$1500/KW) (EACH)	BASE BID (EACH)	EVALUATED BID (EACH)	BASE BID TOTAL	EVALUATED BID TOTAL	DELIVERY	REMARKS
1. Anixter (South) Pensacola, AL										No Bid.
2. SPX Trfmr Solutions Waukesha, WI	SPX	10.9	41.6	3.1	\$552,820	\$706,070	\$552,820	\$706,070	32-36 weeks	Bid Bond. 5 Year Warranty.
3. Graco Dothan, AL										Received Late, Returned Unopened.
4. Pennsylvania Trfmr Tech Inc. Canonsburg, PA	PTTI	11.0	49.5	2.4	\$420,532	\$589,132	\$420,532	\$589,132	32-36 weeks	Bid Bond. 5 Year Warranty.
5. Virginia Trfmr Corp Roanoke, VA	VTC	10.09	45.52	2.0	\$353,483	\$508,083	\$353,483	\$508,083	02/2020	Bid Bond. 5 Year Warranty.
6. ABB, Inc. Crystal Springs, MS	ABB	10.0	50.7	2.8	\$382,850	\$548,450	\$382,850	\$548,450	10/2019	Bid Bond. 5 Year Warranty.
7. Delta Star Lynchburg, VA	Delta Star									No Bid.
8. Utility Power Decatur, AL										No Response.
9.										

I hereby certify that the above is a true and correct tabulation of bids received on November 1, 2018 for one (1) 3-PH Power Transformer 15/20/25 MVA.

BY   
STEWART ENGINEERING, INC.

10 December 2018

**BID TABULATION  
ITEM 3 – DELIVERY OCTOBER 2020**

**LOCATION:** Fairhope Public Utilities  
Fairhope, Alabama

**BID OPENING DATE:** November 1, 2018 at 2:00 P.M.  
**PROJECT:** 3-PH Power Transformer 10/12.5 MVA  
**BID ON ONE (1) TRANSFORMER**

BIDDER	MANUFACTURER	NO LOAD LOSSES (KW) (@ \$6000/KW) (EACH)	LOAD LOSSES (KW) (@ \$2000/KW) (EACH)	AUX LOSSES (KW) (@ \$1500/KW) (EACH)	BASE BID (EACH)	EVALUATED BID (EACH)	BASE BID TOTAL	EVALUATED BID TOTAL	DELIVERY	REMARKS
1. Anixter (South) Pensacola, AL										
2. SPX Trfmr Solutions Waukesha, WI	SPX	7.7	32.6	1.9	\$436,810	\$551,060	\$436,810	\$551,060	32-36 weeks	No Bid. Bid Bond. 5 Year Warranty.
3. Gresco Dothan, AL										Received Late, Returned Unopened.
4. Pennsylvania Trfmr Tech Inc. Canonsburg, PA	PTTI	9.0	38.0	0.8	\$348,556	\$479,756	\$348,556	\$479,756	32-36 weeks	Bid Bond. 5 Year Warranty.
5. Virginia Trfmr Corp Roanoke, VA	VTC	7.43	34.14	0.8	\$291,007	\$405,067	\$291,007	\$405,067	10/2020	Bid Bond. 5 Year Warranty.
6. ABB, Inc. Crystal Springs, MS	ABB	7.52	36.3	0.7	\$397,650	\$516,420	\$397,650	\$516,420	10/2020	Bid Bond. 5 Year Warranty.
7. Delta Star Lynchburg, VA	Delta Star									
8. Utility Power Decatur, AL										No Bid.
										No Response.

I hereby certify that the above is a true and correct tabulation of bids received on November 1, 2018 for one (1) 3-PH Power Transformer 10/12.5 MVA.

BY   
STEWART ENGINEERING, INC.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase One (1) Pre-trained Dual-Purpose Drug Detection Dog for the Police Department and is a specialty type of purchase through Southern Coast K9. The total cost not to exceed \$13,500.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

\*

\*

10 December 2018

**RESOLUTION NO. 3263-18**

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

[1] That the City of Fairhope has voted to purchase One (1) Pre-trained Dual-Purpose Drug Detection Dog for the Police Department and is a specialty type of purchase through Southern Coast K9. The total cost not to exceed \$13,500.00.

Adopted on this 10th day of December, 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 that the City of Fairhope has voted to purchase Outdoor WiFi Equipment for Fairhope Pier and Downtown Areas for the City and the equipment is available for direct procurement through “National IPA” Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the National IPA’s bid process. The total cost is \$26,249.76. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3264-18**

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

[1] That the City of Fairhope has voted to purchase Outdoor WiFi Equipment for Fairhope Pier and Downtown Areas for the City and the equipment is available for direct procurement through “National IPA” Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the National IPA’s bid process. The total cost is \$26,249.76.

Adopted on this 10th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

10 December 2018

Councilmember Robinson moved to appoint Don Bates to the Harbor Board for a four-year term which will expire December 2022. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Boone moved to grant the request of Mike Lyons on behalf of the Fairhope Sunset Rotary – Requesting permission to use the City streets (Equality, Section Street, Magnolia Avenue, and Church Street) for a fundraising event that will benefit the Fairhope Point Clear Rotary Youth Club on Saturday, January 12, 2018. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to Authorize a One-Time Supplemental Pay Increase for City Employees. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3265-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that each Full-Time employee shall receive a One-Time Supplemental Pay Increase for the period 1 December 2017 through 30 November 2018; each qualifying employee shall receive \$20.00 per month of employment during said period. To qualify, an employee must be a Full-Time Employee during this period. An employee hired on or before the fifteenth (15th) day of a month will be given credit for the full month; an employee hired on or after the sixteenth (16th) day of a month will not be given credit for that month. In order to receive this Supplemental Pay Increase, an employee must be employed on the 30th of November; and

For the same time period, and hiring rule, each qualifying Part-time employee shall receive the following: First year - \$ 25.00; Second year - \$ 50.00; Third year - \$ 75.00; and Fourth year - \$100.00

The maximum amount for Part-time employees is \$100.00.

This One-Time Supplemental Pay Increase will be awarded on Friday, 14 December 2018.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the proposed recommendation by the Personnel Board presented and reviewed at the December 10, 2018 City Council Work Session regarding extending the pay scales, be hereby approved and adopted to extend the pay scales by six (“6”) percent across the board.

10 December 2018

And pursuant to Resolution No. 3206-18: If an employee is maxed out on pay, and the Personnel Board determines the range of pay should be increased, that employee will be given the difference in raise prior to the range increase as an additional to the one-time supplemental pay increase.

ADOPTED THIS 10TH DAY OF DECEMBER, 2018

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

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

- 1) John Manelos, 104 White Avenue, addressed the City Council regarding tree trimming and trash pickup. Mr. Manelos said he spoke with Dale Linder regarding picking up large pile of trash; and pile ended up being larger. He called Mr. Linder and in six minutes truck was there and employee raked up remaining trash. Mr. Manelos thanked Dale Linder and the outstanding employee. He commented the first person he met at the City of Fairhope was Dale Linder; and then Mr. Manelos read what he was thankful for.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Exited the dais at 7:35 p.m. Returned at 7:49 p.m.

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10 December 2018

Councilmember Boone moved to add on the following item not on the printed agenda. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Attorney Marcus McDowell read the following resolution to be added to agenda:

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes Mayor Karin Wilson to negotiate a fee schedule with Jason McCormick regarding current litigation involving the Charter Oak Insurance Company and bring proposed fee schedule back at the next City Council meeting for discussion and/or approval.

Councilmember Boone introduced in writing, and moved for the adoption of the above mentioned, a resolution that the City Council hereby authorizes Mayor Karin Wilson to negotiate a fee schedule with Jason McCormick regarding current litigation involving the Charter Oak Insurance Company and bring proposed fee schedule back at the next City Council meeting for discussion and/or approval. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3266-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes Mayor Karin Wilson to negotiate a fee schedule with Jason McCormick regarding current litigation involving the Charter Oak Insurance Company and bring proposed fee schedule back at the next City Council meeting for discussion and/or approval.

Adopted on this 10th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

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

10 December 2018

There being no further business to come before the City Council, the meeting was duly adjourned at 7:52 p.m.

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Jack Burrell, Council President

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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, 10 December 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 5:34 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:52 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



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

**THURSDAY, 20 DECEMBER 2018 – 4:30 P.M. – COUNCIL CHAMBER**

1. Discussion of Personnel Handbook for Building Inspectors and Certifications, Right-of-Ways, and Upcoming Code Adoption – Erik Cortinas
2. Fels-Mobile Street Lift Station Discussion – Richard Peterson
3. Sales Tax Ordinance Discussion – Mayor Wilson
4. Inefficient Structure of the Finance Department and Auditor’s Recommendations for Separation of Duties – Mayor Wilson
5. Committee Updates
6. Department Head Updates/Grant Updates

**Next Regular Meeting – Monday, January 14, 2019 - Same Time and Place**

## **Lisa A. Hanks, MMC**

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**From:** Erik Cortinas  
**Sent:** Wednesday, December 5, 2018 7:17 AM  
**To:** Lisa A. Hanks, MMC  
**Subject:** RE: request Building Dept to be included on December 20 Council work session

Please add Building Code Board of Adjustments to list of topics

**From:** Erik Cortinas  
**Sent:** Tuesday, December 4, 2018 11:20 AM  
**To:** Lisa A. Hanks, MMC <lisa.hanks@cofairhope.com>  
**Subject:** request Building Dept to be included on December 20 Council work session

Items to discuss:

1. Handbook language for raises for inspectors (certifications)
2. Right of Ways:
  - a. ROW Inspector job description
  - b. Revision of ROW Ordinance
3. Upcoming Code adoption in January
  - a. Public hearings (dates if known)

Respectfully,  
Erik Cortinas, CBO, LEED AP  
Building Official  
City of Fairhope, Alabama  
(251) 990-0141  
(251) 990-2879 (fax)  
[erikc@fairhopeal.gov](mailto:erikc@fairhopeal.gov)

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## MEMORANDUM

NOV 15 '18 AM 11:31

ZAN

**DATE:** November 13, 2018  
**TO:** Mayor Wilson and City Council  
**FROM:** Erik Cortinas, Fairhope Building Department  
**RE:** City Handbook rate for Inspector pay increases

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In 2014 I requested that a policy be included in the Employee Handbook providing for automatic raises for Building Inspectors who obtain certifications for inspection, plan review, and professional designations.

What prompted this request was a comment from the Insurance Services Organization (ISO) audit we received in 2014 that we lost points on our overall Building Dept rating. The reason listed was not having a financial incentive for inspectors to continue their education and certifications. As you know, ISO rates both building and fire departments based on a point system, and the overall rating of each directly affects the insurance rates paid by the citizens within our jurisdiction.

I originally requested that an inspector receive a raise of .35 per hour for each certification they receive in a fiscal year, with a max of 2 per year. It is now almost 5 years later, and I would like to increase the amount to \$0.50 per hour for each certification obtained.

In addition, it was listed in the handbook that an inspector could receive a maximum of 4 certification total, by whom I do not know. We are combination or multi trade inspectors, so to be certified for everything we inspect it would be 4 for residential (building, plumbing, mechanical, and electrical), and the same for commercial for a minimum of 8 certifications. There are additional certifications for plans review in each trade and are approx. 20 certifications that apply to what we do on a daily basis.

**I request that the Handbook (4.03-CITY BUILDING INSPECTOR CERTIFICATIONS) please be revised to \$0.50 per hour for each certification and the cap of 4 total certifications be removed. Please note that this the Building Department policy for inspector merit raises and that I typically do not request merit raises for the inspectors aside from a couple of specific or unusual circumstances that have occurred.**

If you have any questions, please call or email me at (251) 990-0141, or [erikc@fairhopeal.gov](mailto:erikc@fairhopeal.gov).

ORDINANCE NO. \_\_\_\_\_

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**

**4.03. Employee Pay Rates**

Employees shall be paid a salary or wage rate within the pay range of the job classification based upon the City's *Compensation and Job Classification Plan*. Generally, new employees will start employment at the minimum rate in the pay range for the job classification.

- **Commercial Driver's License.** If an employee obtains a commercial driver's license ("CDL") at the request or with the permission of the employee's Department Head to facilitate current job performance or to qualify the employee for a job that requires a CDL, the employee will receive a one dollar (\$1.00) per hour pay increase.
- **City Building Inspector Certifications.** City Building Inspectors will receive a fifty cent (.50¢) per hour pay increase for each approved certification the Building Inspector obtains (a *maximum* of two certifications within any one fiscal year, and a maximum of ten (10) certifications total).
- **Effective Date.** If an employee obtains a CDL or a Building Inspector obtains a certification as described above *before* June 1 of any fiscal year, the pay increase shall be effective upon approval by the Department Head and notification of payroll. The pay increase for a CDL/certification obtained *after* June 1 will be effective on October 1 (*i.e.*, the first day of the next fiscal year).

Pay increases are based on satisfactory job performance, including attendance and disciplinary record, and availability of funds. If an employee's Department Head recommends deferral of a pay increase because the employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified time or until the employee's job performance is satisfactory.

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, 4.03 Employee Pay Rates is hereby repealed and replaced.

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 20TH DAY OF DECEMBER, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

If a new proposed non-budgeted position is created, the Department Head must submit a proposed job description that includes the required information for review and approval by the Human Resources Director and submission to the Mayor and City Council. If the position is approved by the City Council, the Department Head will forward an *Authorization to Hire* form signed by the Department Head, the City Treasurer and the Mayor to the Human Resources Department for recruitment for the position.

If the job duties or responsibilities of a position substantially change, the Department Head will furnish a revised job description to the Human Resources Department and Mayor for approval. If the revision requires a change in the job classification and pay range, the position must be approved by the City Council.

#### **4.02 JOB CLASSIFICATIONS**

Each position within the City is classified in a job classification under the City's *Compensation and Job Classification Plan* based on job qualifications, responsibilities, working conditions, and the amount of supervision required for the specific job.

#### **4.03 EMPLOYEE PAY RATES**

Employees shall be paid a salary or wage rate within the pay range of the job classification based upon the City's *Compensation and Job Classification Plan*. Generally, new employees will start employment at the minimum rate in the pay range for the job classification.

- **Commercial Driver's License.** If an employee obtains a commercial driver's license ("CDL") at the request or with the permission of the employee's Department Head to facilitate current job performance or to qualify the employee for a job that requires a CDL, the employee will receive a one dollar (\$1.00) per hour pay increase.
- **City Building Inspector Certifications.** City Building Inspectors will receive a thirty-five cent (.35¢) per hour pay increase for each approved certification the Building Inspector obtains (a *maximum* of two certifications within any one fiscal year, and a maximum of four certifications total).
- **Effective Date.** If an employee obtains a CDL or a Building Inspector obtains a certification as described above *before* June 1 of any fiscal year, the pay increase shall be effective upon approval by the Department Head and notification of payroll. The pay increase for a CDL/certification obtained *after* June 1 will be effective on October 1 (*i.e.*, the first day of the next fiscal year).

Pay increases are based on satisfactory job performance, including attendance and disciplinary record, and availability of funds. If an employee's Department Head recommends deferral of a pay increase because the employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified time or until the employee's job performance is satisfactory.

**Quail Creek Snack Bar and Beverage Cart Attendant's** rates of pay are based on the hourly wage established for the position *and* tips from patrons. All tips must be reported on forms provided by the City Payroll Administrator and forwarded to the Administrator each week for state and federal tax purposes and to be paid to the employees as income.

**Quail Creek Golf Pro, Quail Creek Assistant Golf Pro, City of Fairhope Tennis Pro and Fitness Instructors** are allowed in their sole discretion to give lessons to patrons, as requested, outside the normal work schedule. Such lessons are *not* a part of the employees' job duties for the City and are deemed to be an approved outside private business activity.

#### **4.04 OVERTIME**

While each employee is assigned a regular work schedule each workweek, the demand for City services sometimes requires overtime work. Non-exempt employees may not work overtime unless authorized to do so by the Department Head with approval of the Mayor. If an employee is scheduled to work overtime, however, the employee is required to work the assigned hours. Any non-budgeted overtime must be approved by the Mayor.

##### **Non-Exempt Employees**

Except for Police Department law enforcement and corrections officers, non-exempt 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. Employees are not allowed to take or accumulate compensatory time off in lieu of overtime pay. Police Department *law enforcement and corrections officers* are subject to special overtime pay and compensatory time off requirements under *Personnel Rules Section 4.05*.

##### **Exempt Employees**

Exempt salaried employees, such as Department Heads, are paid for performing specific jobs, not for the number of hours worked. Accordingly, exempt salaried employees are not paid extra for overtime work. With prior approval of the Mayor, an exempt salaried employee *may* be granted time off if particular assignments require significant extra work. The Human Resources Director shall review the actual job duties and responsibilities of all *exempt* employees and shall ensure employees classified as *exempt* satisfy the requirements for the exemption under federal wage-hour law.



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title: Right of Way/ Construction Inspector Pay Range: \$17.12 - \$27.38  
Department: Building Department Pay Grade: 21  
Reports To: Building Official Effective Date: 1/1/19  
Supervises: N/A Supercedes: \_\_\_\_\_

Approvals:	_____	_____	
	Supervisor	Human Resources Director	
	_____	_____	
	Date	Date	
FLSA Exempt:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input type="checkbox"/> Yes <input type="checkbox"/> No	DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### I BASIC PURPOSE OF THE POSITION

Right of Way/ Construction Inspector performs technical building inspection and plans examining work to enforce compliance with City of Fairhope codes, regulations and ordinances relating to construction and private use of City Right of Ways and public property; researches new construction materials and methods; and provides information to and works with the public to resolve problems.

### I DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The Right of Way Inspector is a code enforcement position that performs a variety of routine and complex work in the interpretation and enforcement of adopted codes, enforcement of City of Fairhope codes and ordinances, and related rules and regulations from Baldwin County and the State of Alabama.

### I ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Performs Right of Way and street inspections of public and private construction improvement work within the City of Fairhope to ensure compliance with all applicable City, State, and Federal codes and regulatory requirements: enforces all aspects of the City's codes and ordinances;
- Inspects and approves construction and installation of streets, curbs, gutters, sidewalks, storm drains, sewers, and related utilities and structures as assigned;

## Blank Form

- 
- Inspects new construction and retrofit projects related to public and private utilities, parking pads, landscape and hardscape projects, excavation, and citizens use of public property;
  - Ensures that assigned construction projects are constructed on schedule and in compliance with specifications and permits.
  - Responds to calls and investigates complaints related to construction compliance conditions on private and public property;
  - Reads and interprets adopted codes, technical manuals, drawings, instructions, specifications as related to construction projects;
  - Clearly notifies contractor of code violations with written compliance report at the time of inspection;
  - Works with the public to answer basic code questions;
  - May check that all required special inspections are performed and reviewed for completeness. May review testing data and reports for conformance to specifications;
  - Works with computer to schedule inspections and updates computer with results of inspections performed;
  - Follows up to verify correction of violations are made and takes appropriate action to ensure compliance;
  - Reviews plan submittals for technical and code compliance;
  - Studies technical literature and attends meetings to keep current on applicable codes and code changes as they occur;
  - Performs related duties as assigned;
  - Serves as a liaison between utility company contractors, business and property owners, ALDOT, and other divisions of City and State Agencies.

<b>• OTHER DUTIES AND RESPONSIBILITIES</b>
--

- Attend training and perform field inspections necessary to the duties for code enforcement;  
Prepares, completes, and reviews forms, reports, specifications, and other paperwork as needed;
- Reviews work products, assigns work, discusses work schedules with staff, assists with difficult/complex problems, provides technical assistance, plans and prioritizes work;
- Communicates with others to include answering the phone, responding to requests for information, explaining procedures, gathering information, resolving problems;



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**II REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Must have the ability to communicate clearly with supervisors, subcontractors, and co-workers on technical matters;
- Knowledge of investigative principles, methods and techniques, and construction management principles for the purpose of establishing proper documentation of projects;
- The position will require the ability to complete and process various forms of paperwork such as inspection reports, and construction schedules accurately;
- This position will require the ability to review technical reports, blueprints, and construction documents for accuracy and completeness;
- Must possess a general knowledge of zoning, land use maps, plats, surveys, and other documents related to real property;
- Reading skills to comprehend work orders plans, blueprints, specifications, wiring diagrams, technical manuals, and related material. Writing skills to complete forms, compose narrative reports and similar documents;
- Ability to work independently with minimal direction;

**III ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

- High School Diploma or equivalent and preferably supplemented by vocational training in general building construction, or a related field;
- A working knowledge of construction technology and terminology, or equivalent education and experience, is preferable but not required.
- The ability to obtain certifications for special inspections categories for concrete testing and materials Within four (4) years of employment the ability to obtain and hold professional certifications applicable to the duties of the position such as NICET certifications for concrete, asphalt, soils, and highway construction; other appropriate certification programs relating to utility and site construction;
- Must possess and maintain a valid Alabama Driver's License.

**IV EXTENT OF PUBLIC CONTACT**

- Daily contact with City staff and licensed contractors;
- Daily contact with the general public will be required;
- Employee must present themselves in a polite and professional manner;
- Physical appearance must be clean and neat, a City uniform will be required and provided.

**V PHYSICAL DEMANDS**

- Tasks require the regular and, at times, sustained performance of moderately physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and crawling, and that may involve the lifting, carrying, pushing, and/or pulling of moderately heavy objects and materials (20-70 pounds).
- Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals.
- The position will require the ability to communicate clearly about technical issues.

**VI WORKING CONDITIONS AND ENVIRONMENT**

- Performance of essential functions may require working outdoors in environmental conditions such as heat, dirt, dust, pollen, odors, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, and possible traffic hazards.

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

## **BOARD OF ADJUSTMENTS AND APPEALS**

**1. Appointments.** There is hereby established the Board of Adjustments and Appeals, which shall consist of seven members. Appointment to said Board shall be made by the Board of County Commissioners.

### **2. Membership and Terms.**

**2.1 Membership.** Such Board shall be composed of seven members who have knowledge and experience in the technical codes, such as architects, civil engineers, mechanical engineers, electrical engineers, licensed contractors, and building industry representatives. The members of the Board of Adjustments and Appeals presently serving on the effective date of this Ordinance shall serve as members until the expiration of their respective terms.

**2.2 Term of Appointment.** The term of appointment shall be three (3) years. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. The Board of County Commissioners shall have the authority, in its discretion, to remove from the Board of Adjustments and Appeals any member on the grounds of continued absence from regular meetings of the Board.

**2.3 Quorum.** Four members of the Board shall constitute a quorum. In varying the application or modifying any provision of this Code or in modifying a decision of the Building Official, affirmative votes of the majority present, but not less than four affirmative votes shall be required. No Board member shall act in a case in which he has a conflict of interest, as that term is defined by F.S. ch. 112, pt. III.

**3 Powers.** The Board of Adjustments and Appeals shall have the power, as further defined in 108.4, to hear appeals of decisions and interpretations of the Building Official and consider variances from the technical codes.

### **4 Appeals and Variances.**

**4.1 Decisions of the Building Official**

(a) Whenever the Building Official shall reject or refuse to approve the mode or manner of construction proposed to be followed or materials to be used in the erection or alteration of a building or structure, or when it is claimed that the provisions of this code do not apply, or that a particular form of construction, which is an acceptable alternative to the code, can be employed in any specific case, or when it is claimed that the true intent and meaning of this code or any of the regulations hereunder have been misconstrued or wrongly interpreted, the owner of such building or structure or his duly authorized agent, may appeal from the decision of the Building Official to the Building Code Board of Adjustments and Appeals. Notice of Appeal shall be in writing and filed within thirty (30) days after the decision is rendered by the Building Official. A fee established by resolution shall accompany such Notice of Appeal.

(b) In case of a building or structure that has been determined by the Building Official to be unfit or unsafe, the time limit for appeal shall be ten (10) days.

(c)

The Building Code Board of Adjustments and Appeals shall have jurisdiction over all appeals of decisions of the Building Official concerning all codes adopted by Sarasota County pursuant to Section 3.A. of this Ordinance, and shall also act on appeals for variances from floodplain management regulations, and shall act on appeals for variances to Sarasota County Ordinance Nos. 88-35 and 88-36, as amended, as it relates to the issuance of building permits within the Casey Key Conservation District created by Chapter 70-937, Laws of Florida and the Manasota Key Conservation District created by Chapter 71-904, Laws of Florida Federal Emergency Management Agency (FEMA) requirements.

*108.4.2. Variances and Modifications.* The Board of Adjustments and Appeals, upon application after a hearing, may vary the application of any provision of this Code to any particular case or, in the case of an appeal, modify or reverse a decision or interpretation by the Building Official when, in its opinion, the literal enforcement of this Code or a decision or interpretation by the Building Official would do manifest injustice and would be contrary to the spirit and purpose of this Code or the public interest, and also finds the following:

1.

That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others;

2.

That the special conditions and circumstances do not result from the action or inaction of the applicant;

3.

That the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system;

4.

That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system; and

5.

That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety and general welfare.

*108.4.3. Decisions.*

(a)

A decision of the Board of Adjustments and Appeals to vary the application of any provision of this Code or to modify a decision of the Building Official shall specify in what manner such variance or modification is made, the conditions upon which it is made, and the reasons therefore.

(b)

Every decision of the Board of Adjustments and Appeals shall be final, subject, however, to such remedy as an aggrieved party may have at law or in equity. Decisions shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the Office of the Building Official, and shall be open to public inspection. A copy shall be sent by mail or otherwise to the appellant.

(c)

The Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.

(d)

If a decision of the Board of Adjustments and Appeals reverses or modifies a refusal, decision, or disallowance of the Building Official, or grants a variance to the application of any provision of this Code, the Building Official shall immediately take action in accordance with such decision.

(e)

In the event that conditions are imposed by a decision approving a variance, such conditions shall be deemed mandatory, and the failure to satisfy or maintain such conditions shall be a violation of this Code.

*(Ord. No. 98-013, § 4, 2-17-1998; Ord. No. 2000-053, § 4, 7-25-1998; Ord. No. 2000-081, §§ 2—4, 12-20-2000; Ord. No. 2004-030, § 1, 3-17-2004; Ord. No. 2005-016, § 2, 3-15-2005; Ord. No. 2012-008, § 1, 2-21-2012)*

*Cross reference— Administration, ch. 2.*

8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design *occupant load*.
11. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building *permit*.

[A] **111.3 Temporary occupancy.** The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

[A] **111.4 Revocation.** The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

### SECTION 112 SERVICE UTILITIES

[A] **112.1 Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

[A] **112.2 Temporary connection.** The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

[A] **112.3 Authority to disconnect service utilities.** The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

### SECTION 113 BOARD OF APPEALS

[A] **113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable govern-

ing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

[A] **113.2 Limitations on authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

[A] **113.3 Qualifications.** The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

### SECTION 114 VIOLATIONS

[A] **114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

[A] **114.2 Notice of violation.** The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[A] **114.3 Prosecution of violation.** If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

[A] **114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

### SECTION 115 STOP WORK ORDER

[A] **115.1 Authority.** Whenever the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

[A] **115.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL  
TO SET A PUBLIC HEARING FOR THE CONSIDERATION  
OF THE ADOPTION OF NEW BUILDING, MECHANICAL,  
PLUMBING, FUEL AND GAS, FIRE AND ELECTRIC CODES**

**WHEREAS**, the City of Fairhope, Alabama (the “City”) is considering the adoption of new technical codes relating to building, mechanical, plumbing, fuel and gas, fire and electrical matters;

**WHEREAS**, the specific codes that the City is considering for adoption are as follows (the “Proposed Codes”):

- (1) 2012 International Code Council Residential Building Code (IRC)
- (2) 2012 International Code Council Building Code (IBC) together with Appendix D thereto for the Fire District
- (3) 2012 International Code Council Mechanical Code (IMC)
- (4) 2012 International Code Council Plumbing Code (IPC)
- (5) 2012 International Code Council Fuel and Gas Code (IFGC)
- (6) 2012 International Code Council Fire Code (IFC)
- (7) 2012 International Code Council Existing Building Code (IEBC)
- (8) 2012 International Code Council Energy Conservation Code (IECC)
- (9) 2011 National Fire Protection Association 70, National Electric Code (NEC)
- (10) National Fire Protection Association 501 A 2011 Manufactured Housing
- (11) National Fire Protection Association 1194 2011 Recreational Vehicle Parks
- (12) City of Fairhope General Code Information Supplement
- (13) City of Fairhope Electrical Code Supplement
- (14) City of Fairhope Gas Code Supplement (also known as “Recommended Practices For Two Pound Pressure Natural Gas Piping Systems For New Construction”)



**WHEREAS**, § 11-45-8(c) of the Alabama Code (1975) provides that the Proposed Codes may be adopted by reference and without setting them out at length; and

**WHEREAS**, § 11-45-8(c) of the Alabama Code (1975) requires that, in order to adopt the Proposed Codes by reference, the Fairhope City Council (the “City Council”) must hold a public hearing and file copies of the Proposed Codes with the Clerk of the City for review and inspection by the public.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that a public hearing to consider the adoption of the Proposed Codes be set and held during a regular meeting of the City Council on May 14, 2018, which meeting will begin at 6:00 p.m. and will take place in the City Council Chamber located at 161 North Section Street in the City.

**BE IT FURTHER RESOLVED** that Barry Fulford, Building Official for the City, be instructed to place on file with the City Clerk’s office, on or before April 16, 2018, no less than three (3) copies of the Proposed Codes to permit use and examination of same by the public.

**BE IT FURTHER RESOLVED** that this resolution be published once a week for two (2) successive weeks, with the second of such publications occurring at least fifteen (15) days prior to the public hearing on May 14, 2018, in the Fairhope Courier.

**ADOPTED** this 9th day of April, 2018

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Karin Wilson, Mayor

ATTEST:

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Liza A. Hanks, MMC  
City Clerk

## Lisa A. Hanks, MMC

---

**From:** Richard Peterson  
**Sent:** Wednesday, December 12, 2018 10:37 AM  
**To:** Lisa A. Hanks, MMC; Lynn Donnelly Maser  
**Cc:** Mayor Karin Wilson  
**Subject:** Dec 20 Work Session  
**Attachments:** PRELIMINARY SITE 1 (002).pdf; PRELIMINARY SITE 2 (002).pdf; PRELIMINARY SITE 3 (002).pdf; Wrought Iron Fence Detail.png; Fence with Landscaping.png; Parking zone at Fels and Mobile Street Lift Station.PNG

Good Morning,

During the manager's roundtable, I mentioned the site plan for the Fels-Mobile Street lift station, and requested it be placed on the next work session (I think it is December 20<sup>th</sup>. Anyway, I am attaching several options for this site to share with everyone prior to the work session.

The three sites plans are set up where we place the new station described as:

1. South and a little west of the existing station adjacent to the south property line,
2. North and a little west of the existing station, and
3. Due north and closer to Mobile Street.

I have also attached some pictures of wrought iron fencing, which is what we think is appropriate. We may have brick columns on the corners, but think a low profile picket type fence is appropriate for this location. We also want to use a grass parking system where possible.

The third site, the site arrangement I think is most appropriate, will require moving the sidewalk to the west of the station. This will allow pedestrians to make their way around the station when we happen to be performing maintenance and with little conflict. It also allows us to park adjacent to the station on Mobile Street to perform periodic maintenance checks.

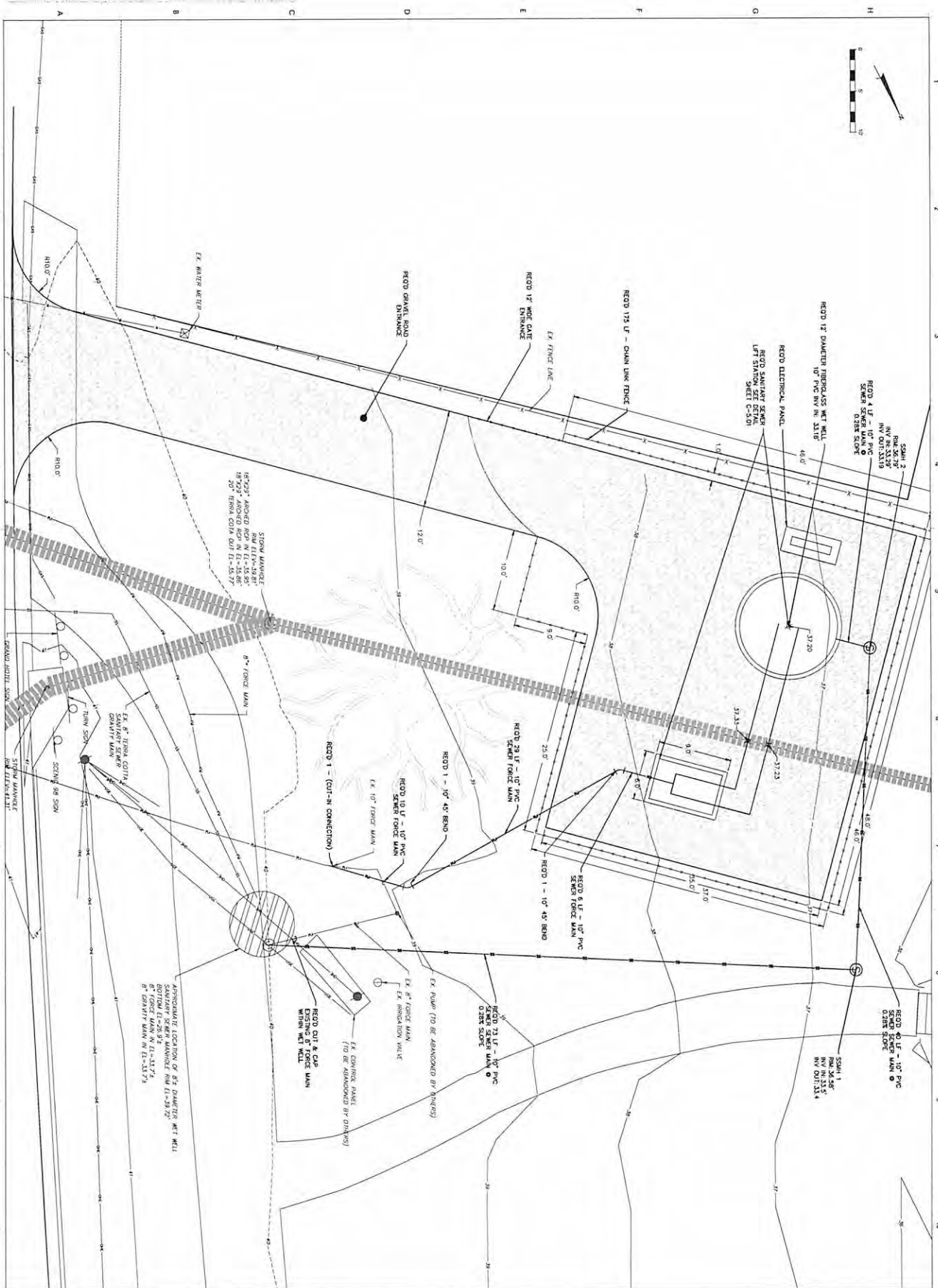
We would want to incorporate some landscaping around the site as well. Some would be designed to hide the above grade electric panel and possible ground mounted transformer. Others would be to shield the station from the pedestrian walkway.

Anyway, I want to allow the council an opportunity to review the options, ask questions and offer any input they believe will enhance the overall project.

Thanks!

Richard

Richard Peterson, PE  
Director of Operations  
The City of Fairhope Public Utilities  
P.O. Drawer 429  
Fairhope, AL 26533



**SITE & GRADING PLAN**

FEL'S AVENUE LIFT STATION  
FOR THE CITY OF FAIRHOPE  
Fairhope, Alabama

**ISSUE | DATE**

ISSUE	DATE

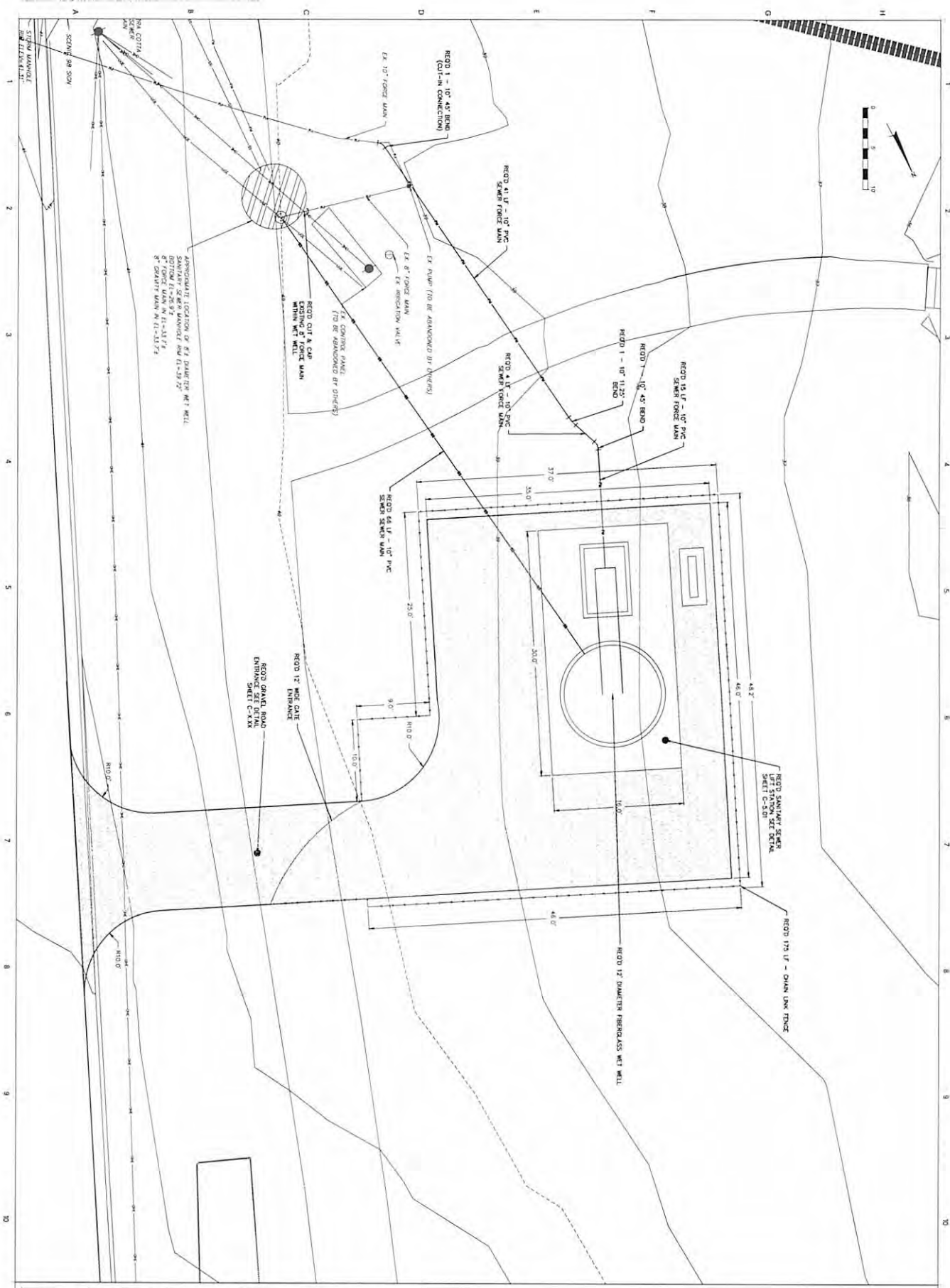
11 North Water Street, Suite 15250  
Mobile, AL 36602  
T 251.460.4006  
GMCNETWORK.COM



**C-4.02**

GMC Project# CMOB180032

DRAWN BY:  
CHECKED BY:



**SITE & GRADING PLAN**

FEL'S AVENUE LIFT STATION  
FOR THE CITY OF FAIRHOPE  
Fairhope, Alabama

GMC Project# CMOB180032

**ISSUE | DATE**

ISSUE	DATE

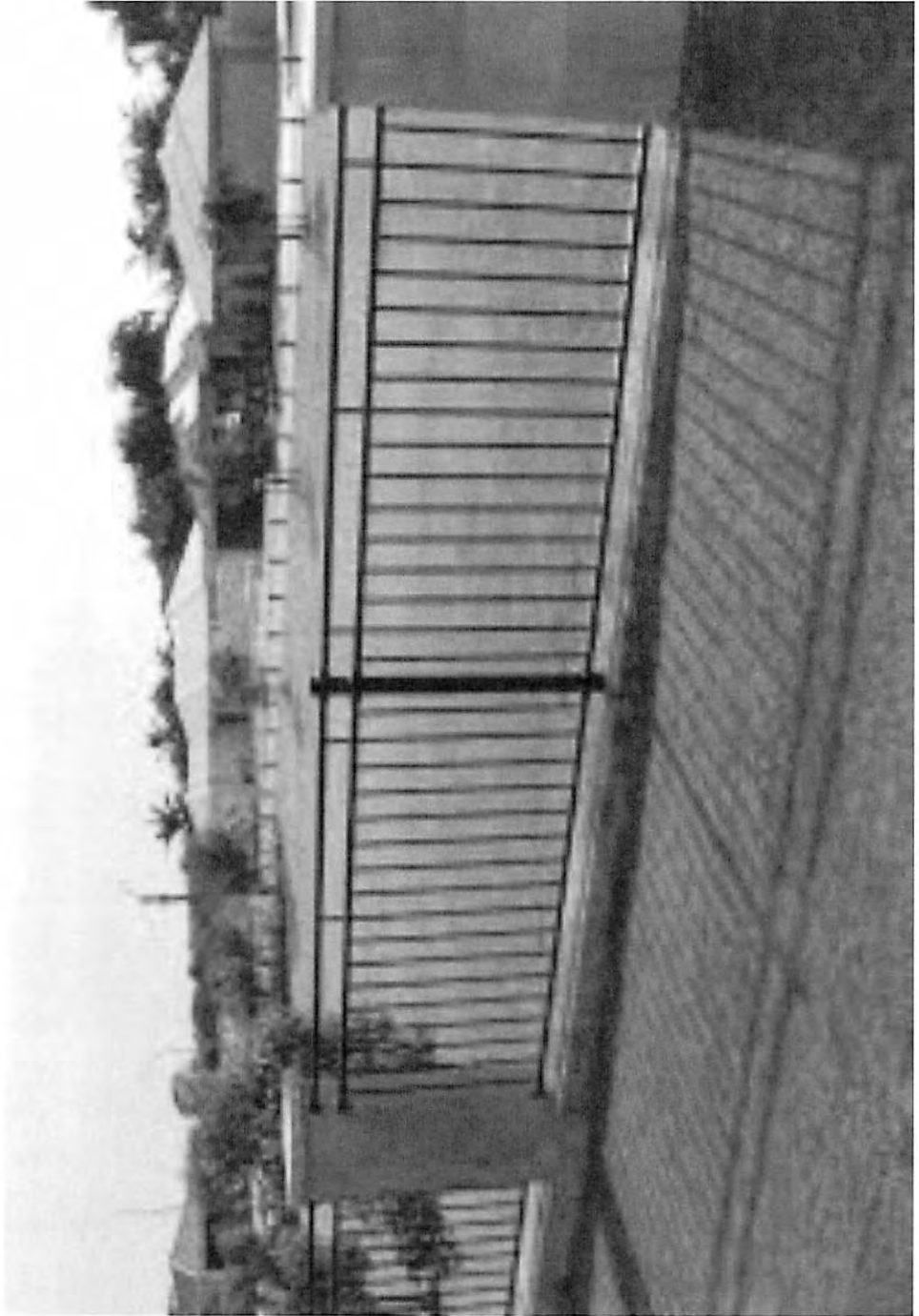
11 North Water Street, Suite 15250  
Mobile, AL 36602  
T 2514604005  
GMCNETWORK.COM

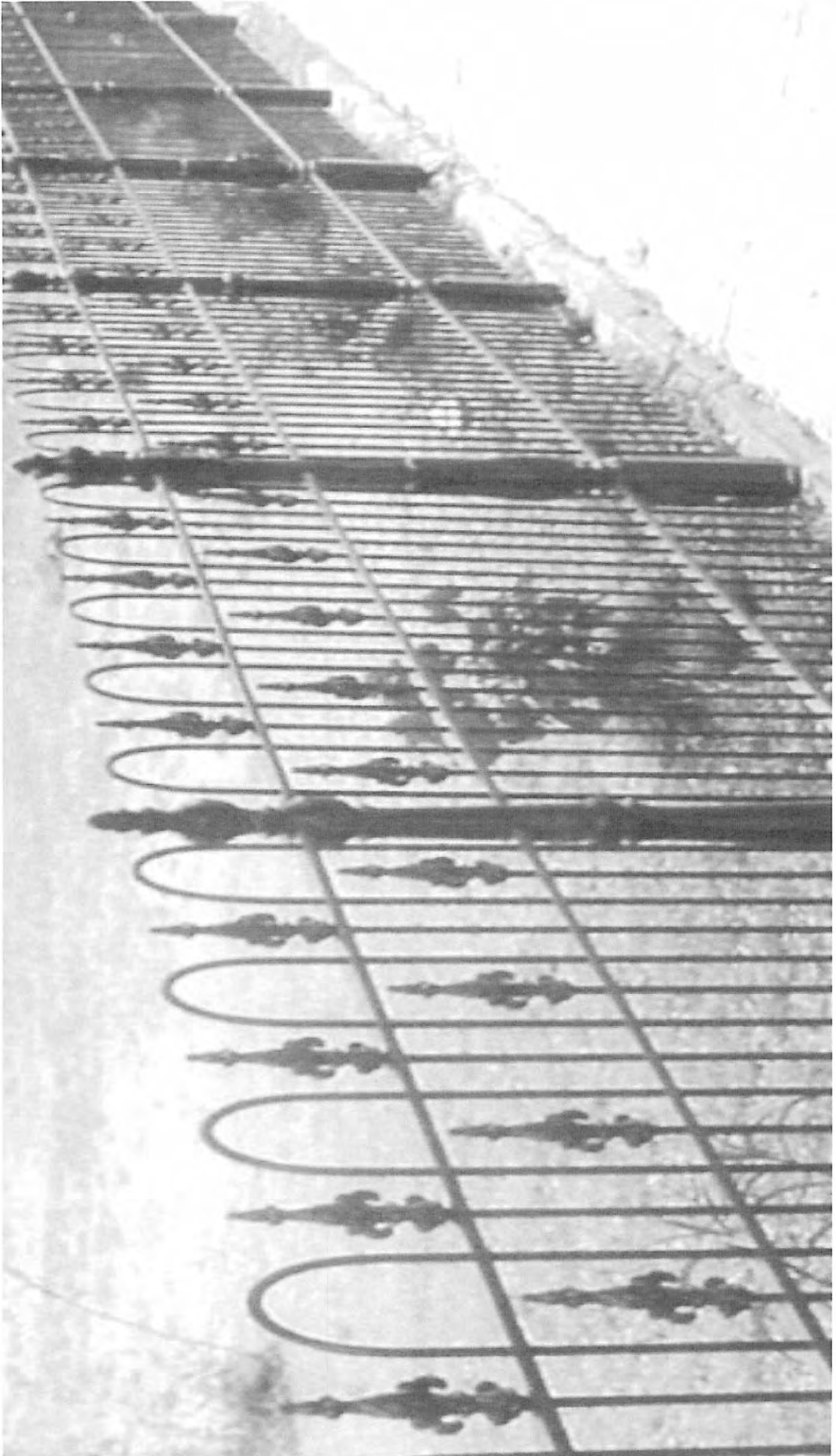


**C-4.02**  
Sheet 5 of 11

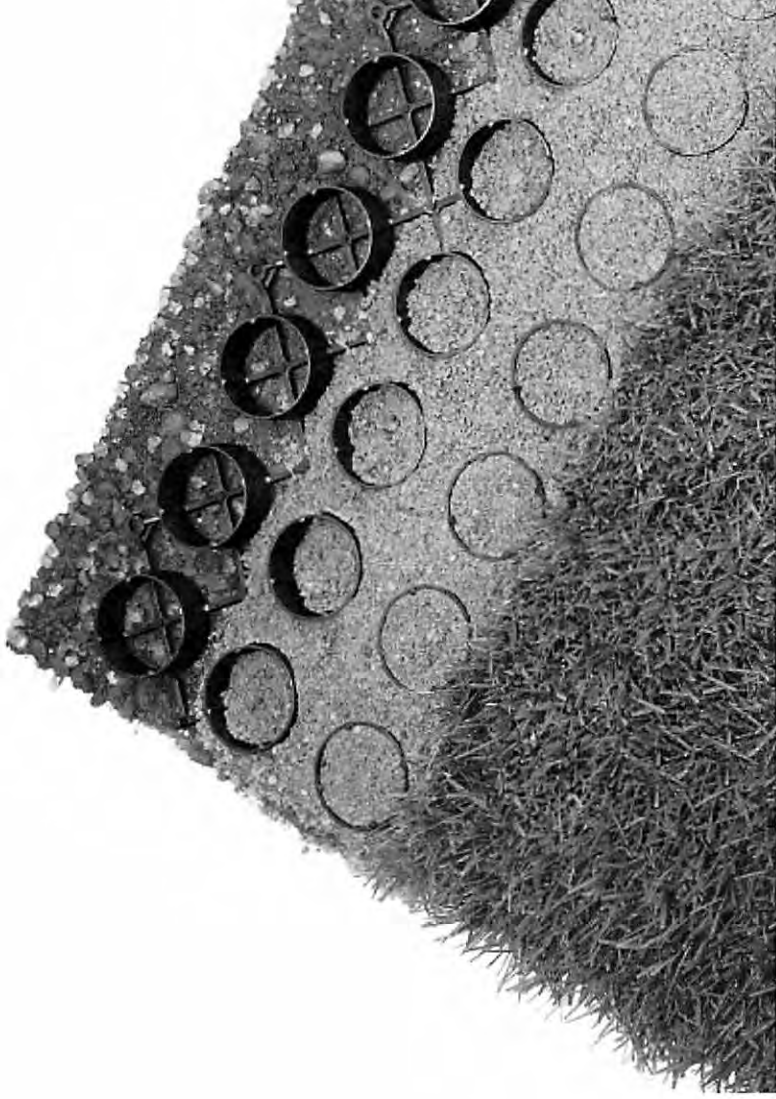
DRAWN BY  
LAF CROUCH











*Base course, Hydrogrow, Grasspave2, sand, and thin-cut sod, washed sod, or hydroseeding, make up the components of the Grasspave2 System.*



ORDINANCE NO. 1520

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

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

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

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

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

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

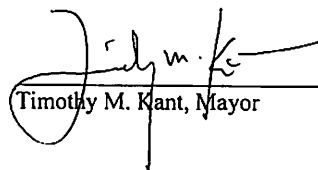
Ordinance No. 1520

Page -2-

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


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

ADOPTED AND APPROVED THIS 29TH DAY OF SEPTEMBER, 2014

  
\_\_\_\_\_  
Timothy M. Kant, Mayor

ATTEST:

  
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Ord. No. 1520, Published in  
FAIRHOPE COURIER  
on 14th day of October, 2014  
  
\_\_\_\_\_  
City Clerk

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**THURSDAY, 20 DECEMBER 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 10 December 2018 Regular City Council Meeting, minutes of 10 December 2018 Work Session, and minutes of 10 December 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution – Appointment of Municipal Judge – Haymes Snedeker  
The Honorable Jody W. Bishop, Circuit Judge, 28th Judicial Circuit, State of Alabama
6. **Final Adoption** – An Ordinance of the City of Fairhope to Protect the Health, Safety and General Welfare of the People relating to Development along the Greeno Road Corridor and the Filing of Rezoning, Site Plan Approvals, and Multiple Occupancy Project applications within the Corporate Limits of the City of Fairhope. (Introduced at the December 10, 2018 City Council Meeting)
7. **Final Adoption** – An Ordinance establishing an Entertainment District for the City of Fairhope. (Introduced at the December 10, 2018 City Council Meeting)
8. **Final Adoption** – An Ordinance amending Ordinance No. 1504 and Authorizing and Granting Bellsouth Telecommunications, Inc. d/b/a AT&T Alabama (“AT&T”) the right to use the Rights-of-way of the City to provide Video Services to the citizens of the City under the terms of the original Agreement adopted on November 25, 2013; and the Addendum to the Agreement which amends Paragraph 2 of the Agreement by changing date of termination from December 31, 2018 to December 31, 2023; and Paragraph 13, the “Notices” paragraph of the Agreement by changing the address for AT&T Alabama. (Introduced at the December 10, 2018 City Council Meeting)
9. Resolution – Appointment of Chief of Police – Stephanie Hollinghead
10. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Reclassify Gardener Apprentice (Grade 12) to Gardner I (Grade 16) Job Positions; to Delete the Litter Patrol/Equipment Operator Apprentice (Grade 11) Job Position; and amend the budget for positions as stated. That the City Council approves an across the board pay adjustment of \$1.00 per hour for the four (4) Public Works Custodians (Grade 11).
11. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3114-18, rejects Bid No. 023-18 for Overhead Doors, repeals Resolution No. 3250-18 for Amendment No. 1; and authorizes to rebid.

12. Resolution – Authorizing Mayor Karin Wilson to expend Impact Fees for the purchase of 40 acres at \$48,000.00 per acre with zero interest for Park Lands from the Impact Fee Account for services for the “Parks and Recreation” Benefit Area.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. 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 a not to exceed amount of \$81,550.00.
14. Resolution – That the City of Fairhope has voted to procure a 918M Wheel Loader with Fusion Coupler through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (NIPA) contract 161534; 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 \$183,340.98 (\$61,113.66 per year for 3 years).
15. Resolution – That the City of Fairhope has voted to procure a Model 316FL Excavator through a Three-Year Lease-to-Own for the Street Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (NIPA) contract 161534; 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 \$220,696.17 (\$73,565.39 per year for 3 years).
16. Resolution – That the City of Fairhope has voted to procure a Caterpillar 304E2 Mini Excavator for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell’s bid process. The cost will be \$49,530.00.
17. Resolution – That the City of Fairhope has voted to procure a John Deere 4x4 Side by Side Maintenance Vehicle for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell’s bid process. The cost will be \$12,366.75.
18. Resolution – That the City of Fairhope has voted to procure a 2019 ALTEC AT41M Bucket Truck for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell’s bid process. The cost will be \$139,705.00.
19. Resolution – That the City of Fairhope has voted to procure one 2019 Freightliner M2 108 Chassis with Flat Bed Dump Body for the Street Department; and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) [Contract No. 4803]; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The cost will be \$89,972.00.

20. Resolution – To award RFP for Work on the Pier Avenue Boat Ramp Bulkhead and Pier Repair (RFP No. 001-19) for the Street Department to Asphalt Services, Inc. with a total cost of \$17,548.00.
21. Resolution – that the City Council approves the selection of Jackson Thornton CPAs and Consultants for Professional Consulting Services to prepare a Comprehensive Utility Cost of Service Study for the Electric, Gas, Water, and Wastewater Utilities; approves and accepts the not to exceed amount of \$71,900.00; and hereby authorizes Mayor Karin Wilson to execute a contract with Jackson Thornton CPAs and Consultants for same.
22. Resolution – Authorizing Mayor Karin Wilson to execute the Second Amendment to Amended and Restated Power Sales Contract.
23. Resolution – That Mayor Karin Wilson is hereby authorized to execute an Engagement Letter with Tobias McCormick and Comer Lawyers, LLC for Professional Legal Services for representation of The City of Fairhope, Alabama, on the Third-Party Complaint against Charter Oak Fire Insurance Company in the matter of Charles K/ Breland, Jr. V. The City of Fairhope, Alabama, et al., CV-2013-901096.
24. Public Participation – (3 minutes maximum)
25. Adjourn

**City Council Work Session - 4:30 p.m.  
on Thursday, December 20, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Thursday, December 20, 2018 – Council Chambers**

**Next Regular Meeting – Monday, January 14, 2018 - Same Time and Place**

**RESOLUTION NO. \_\_\_\_\_**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that **HAYMES SNEDEKER** is hereby appointed as Municipal Judge. The term of the Municipal Judge shall serve a two-year term (January 1, 2019 – January 1, 2021) and until a successor is elected by the council and qualified. Section 12-14-30, Code of Alabama, 1975.

ADOPTED 20TH DAY OF DECEMBER, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF FAIRHOPE, ALABAMA, TO PROTECT THE HEALTH, SAFETY AND GENERAL WELFARE OF THE PEOPLE RELATING TO DEVELOPMENT ALONG THE GREENO ROAD CORRIDOR AND THE FILING OF REZONING, SITE PLAN APPROVAL AND MULTIPLE OCCUPANCY PROJECT APPLICATIONS WITHIN THE CORPORATE LIMITS OF THE CITY OF FAIRHOPE**

**WHEREAS**, the Greeno Road Corridor is the primary gateway into and through the City of Fairhope.

**WHEREAS**, the Greeno Road Corridor provides a sense of place and entry into the City Fairhope which has created a distinctive character and identity for the City. This distinctive character and identity is a source of pride for citizens and appeals to the many visitors to our City which contributes to the health, safety and welfare of the City.

**WHEREAS**, the City of Fairhope continues to review and revise our planning efforts to continue to enhance the small-town charm and quality of life considering unprecedented growth the City is experiencing.

**WHEREAS**, the City of Fairhope has contracted with a firm to conduct a Visual Preference Survey (VPS). A VPS is a planning tool by which community stake holders and decisionmakers, through public engagement and imaging, determine what types of community design i.e. streetscapes, landscapes, architecture and overall built environment, contribute positively or negatively to the community's design, function, character and image. These images allow for a "common language" for both technical and non-technical participants to articulate likes and dislikes relating to development that impact community character and image. Participants react to a series of images, rather than words, of various alternatives of community design. The results create an enhanced vision of future development along the Greeno Road Corridor.

**WHEREAS**, the City Council has determined that the VPS is a critical component in the City's efforts to properly plan and manage the Greeno Road Corridor, including, without limitation, by amendments to the City's Zoning Ordinance and/or Subdivision Regulations, or the enactment of new ordinances. Due to the ongoing and expected continued growth along this critical corridor, together with the need for the VPS to be fully executed and implemented, a temporary, limited moratorium is needed to achieve this goal.

**THEREFORE**, the City Council of the City of Fairhope, Alabama, does ordains as follows:

1. A temporary moratorium is established. Except as hereafter set forth, a moratorium is imposed on the acceptance of rezoning applications, site plan applications, and Multiple Occupancy Project applications for all areas along the Greeno Road Corridor. For purposes of this ordinance, the Greeno Road Corridor (U.S. 98) extends the northernmost extent of the City of Fairhope corporate limits to the southernmost corporate limits and includes all properties abutting Greeno Road (U.S. 98) and properties any portion of which is within 400' of the right-of-way of said roadway (see attached map).
2. Exemption of current projects. Applications which were submitted and accepted as complete applications prior to the effective date of this ordinance, applications now under review, and applications already approved are exempted from this moratorium.
3. Effective period. The moratorium shall be effective immediately upon passage and publication as required by law; and shall continue for a period of 270 days unless terminated sooner by action of the City Council.

Ordinance No. \_\_\_\_\_  
Page -2-

4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any provision of this Ordinance be pre-empted by State or Federal law or regulation, such decision or pre-emption, shall not affect the validity of the remaining provisions of this Ordinance or its application to other person or circumstances.

ADOPTED BY THE CITY COUNCIL AT A REGULARLY SCHEDULED MEETING  
THEREOF ON THE 20, DECEMBER, 2018.

\_\_\_\_\_  
Karin W. Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



# 400' Buffer Greeno Corridor

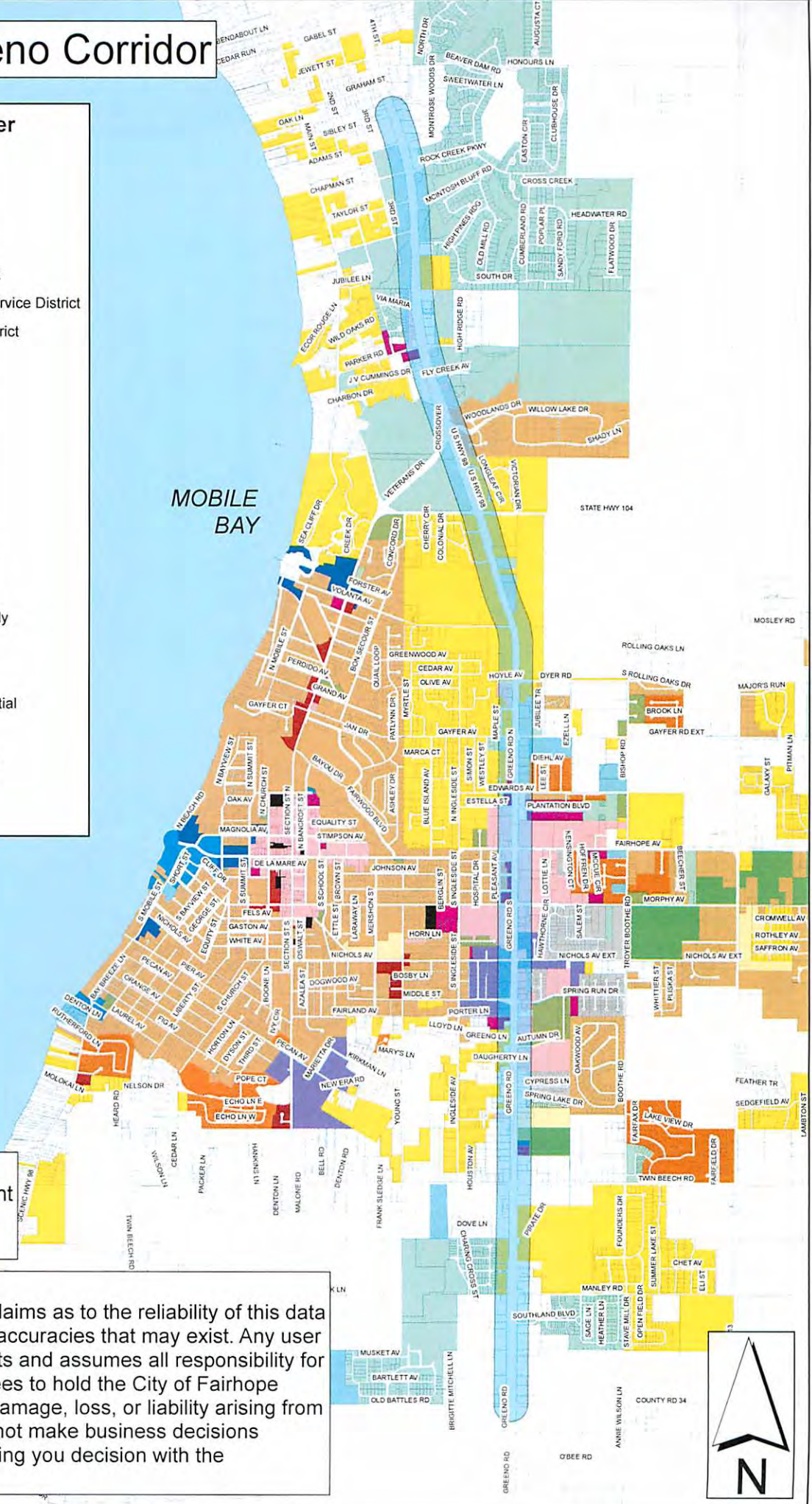
## City of Fairhope Greeno Buffer

- 400' Buffer
- Unzoned Parcels
- B-1 - Local Shopping District
- B-2 - General Business District
- B-3a - Tourist Resort Lodging District
- B-3b - Tourist Resort Commercial Service District
- B-4 - Business and Professional District
- M-1 - Light Industrial District
- P-1 - Parking
- PUD - Planned Unit Development
- R-1 - Low Density Single-Family
- R1(a) - Residential Uncertain
- R1(b) - Residential Uncertain
- R1(c) - Residential Uncertain
- R-2 - Medium Density Single-Family
- R-3 - High Density Single-Family
- R-3PGH - Patio/Garden Single-Family
- R-3TH - Townhouse Single Family
- R-4 - Low Density Multi-Family
- R-5 - High Density Dwelling Residential
- R-6 - Mobile Home Park District
- R-A - Residential/Agriculture District
- TR - Tourist Resort
- CL17

MOBILE BAY

City of Fairhope  
 Planning and Zoning Department  
 Mike Jeffries  
 10-22-18

**Disclaimer:**  
 The City of Fairhope makes no claims as to the reliability of this data and shall not be held liable for inaccuracies that may exist. Any user of this map product accepts faults and assumes all responsibility for the use thereof, and further agrees to hold the City of Fairhope harmless from and against any damage, loss, or liability arising from any use of the map product. Do not make business decisions based on this data before validating your decision with the appropriate city office.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ESTABLISHING AN ENTERTAINMENT  
DISTRICT FOR THE CITY OF FAIRHOPE**

WHEREAS, Act 2012-438 as amended by Act 2013-382 now appearing as Section 28-3A-17.1, *Code of Alabama, 1975*, authorized certain municipalities in the State of Alabama to establish entertainment districts within its corporate limits; and

WHEREAS, Section 28-3A-17.1 (a) allows municipalities with an incorporated arts council, main street program, or downtown development entity to establish a special entertainment district; and The Downtown Fairhope Business Association will serve as the downtown development entity for the purposes of the District.

WHEREAS, the City Council wishes to establish The Downtown Fairhope Entertainment District for the purpose of regulating the sale and consumption of alcoholic beverages as provided herein below.

NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

**SECTION 1.** Under the authority granted by Act No. 2012-438 as amended by Act 2013-382 of the Alabama Legislature, there shall be hereby established a Downtown Fairhope Entertainment District with the areas and boundaries as set forth and designated in Exhibit A concurrent with Central Business District ("CBD").

**SECTION 2.** Any licensee who receives an entertainment district designation for an on premise retail license from the Alabama Alcoholic Beverage Control Board shall comply with all laws, rules, and regulations which govern its license type, except that the patrons, guests or members of that licensee may exit that licensed premises with open containers of alcoholic beverages and consume alcoholic beverages anywhere within the confines of the Downtown Fairhope Entertainment District but may not enter another licensed premises with open containers or closed containers of alcoholic beverages acquired elsewhere. Entering a non-licensed establishment is permitted with the permission of the establishment.

**SECTION 3.** No licensee who receives an entertainment district designation shall allow alcoholic beverages to be removed from the licensed premise in bottles or glass containers. Cups should be shatter proof. Cups should be approved or purchased through the City of Fairhope or designated vendor.

**SECTION 4.** Except for special events as permitted by the City of Fairhope and the Alabama Alcoholic Beverage Control Board and in compliance with all laws, rules, and regulations; no alcoholic beverages purchased outside of the district shall be allowed in open containers in the entertainment district.

Ordinance No. \_\_\_\_\_

Page -2-

**SECTION 5.** All enforcement will be the responsibility of the City of Fairhope and its agents. Other laws and ordinances will still apply in the entertainment district. The only exception is being allowed to walk about freely with alcohol in approved shatter proof cups.

**SECTION 6.** The Fairhope Entertainment District shall be in effect during Special Events: First Friday Art Walk, Mardi Gras, City Sponsored Parades, and New Year's Eve Celebration beginning one hour before and one hour after the event; and upon special requests.

**SECTION 7.** 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 8.** This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 20TH DAY OF DECEMBER, 2018

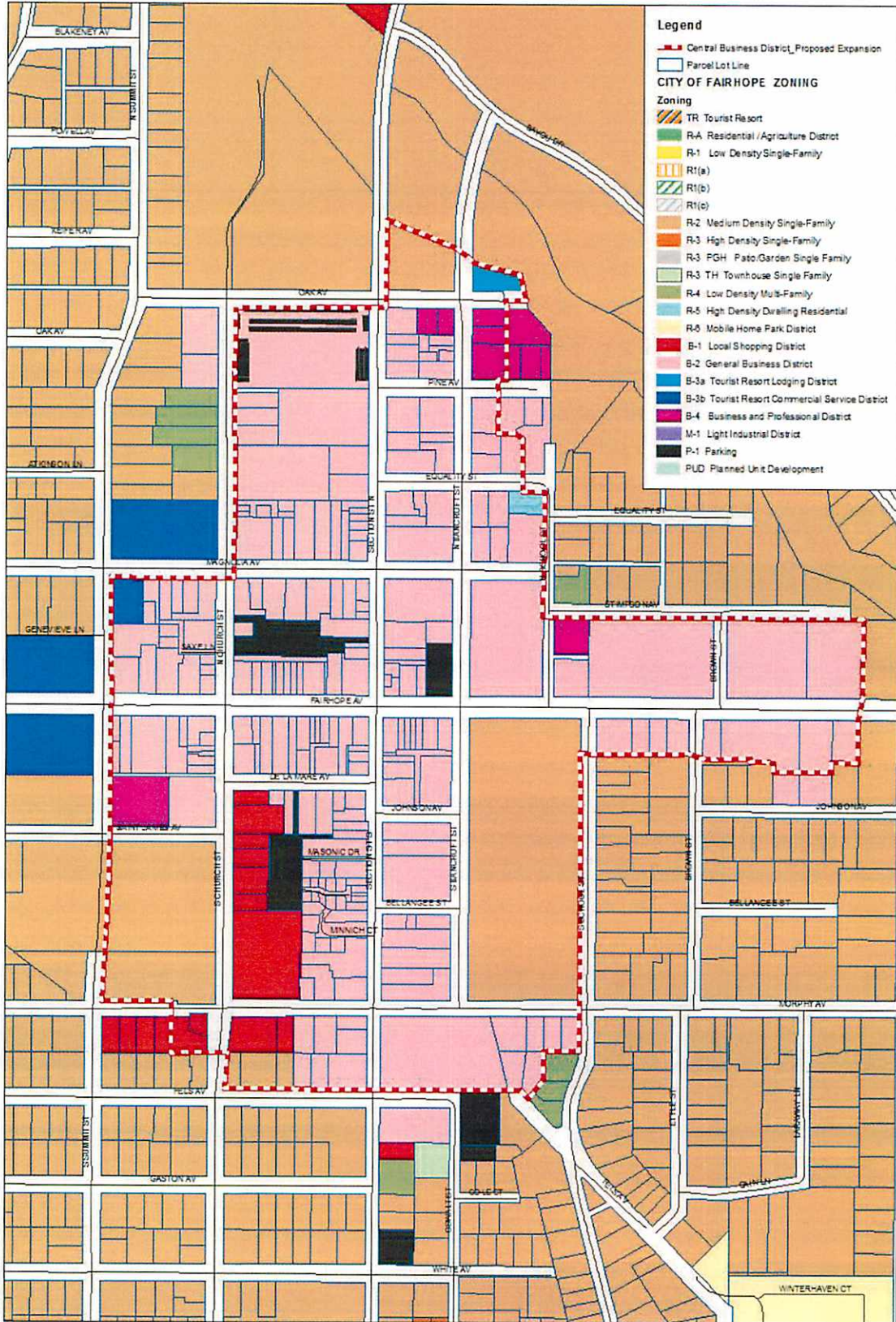
\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



# Central Business District



0 250 500 1,000 Feet



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1504 AND AUTHORIZING AND GRANTING TO BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T ALABAMA (“AT&T”) THE RIGHT TO USE THE RIGHTS-OF-WAY OF THE CITY OF FAIRHOPE, ALABAMA (THE “CITY”) TO PROVIDE VIDEO SERVICES TO THE CITIZENS OF THE CITY UNDER THE TERMS OF A VIDEO SERVICES AGREEMENT AND ADDENDUM TO AGREEMENT**

WHEREAS, Alabama Code § 11-43-62 authorizes and empowers the City to regulate the use of the streets for the erection of all systems of wires and conduits and generally to control and regulate the use of the streets for any and all purposes, and to grant franchises for such as the City deems advisable; and

WHEREAS, AT&T Alabama’s Video Services Agreement granted pursuant to Ordinance 1504, adopted November 25, 2013, will expire December 31, 2018, and AT&T now desires to enter into a new Competitive Video Services Agreement via an Addendum to the Agreement with the City; and

WHEREAS, the Addendum attached hereto as **Exhibit A** (hereinafter the “Addendum to Competitive Video Services Agreement”) sets forth the terms and conditions pursuant to which AT&T shall install its IP Network and provide its IP-enabled Video Service, including the fees that shall be paid to the City with respect to same.

NOW THEREFORE, BE IT ORDAINED by the City Council (the “Council”) of the City of Fairhope, Alabama as follows:

The Mayor is hereby authorized to execute the Addendum to Competitive Video Services Agreement for and on behalf of the City.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance (including the Addendum to Competitive Video Services Agreement attached hereto as Exhibit A) is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

APPROVED AND ADOPTED by the Council this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## **ADDENDUM TO VIDEO SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) dated \_\_\_\_\_, 2018, (“Effective Date”) is made by and between BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) (formerly a corporation but now a limited liability company), and the City of Fairhope, (“City of Fairhope”) Alabama, a municipal corporation (“City”). AT&T Alabama and the City of Fairhope shall sometimes be referred to separately as a “Party,” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, City of Fairhope and BellSouth Telecommunications, LLC d/b/a AT&T Alabama (“AT&T Alabama”) entered into an agreement styled Agreement (“Agreement”) on November 26, 2013, regarding the provision by AT&T Alabama of its integrated Internet Protocol (“IP”) enabled broadband platform of voice, data and video services (“IP Network”), the video component of which is a switched, two-way, point-to-point and interactive service (“IP Video Service”);

WHEREAS, paragraph 2 set forth the term of the Agreement to expire effective December 31, 2018, but allows for extending the Agreement upon written mutual agreement of the parties;

WHEREAS, City of Fairhope and AT&T Alabama desire to extend the terms of the Agreement for an additional five (5) years and agree that there is sufficient mutual consideration for renewing and extending the term of the Agreement; and

WHEREAS, City of Fairhope and AT&T Alabama desire to make one other modification to the terms of the Agreement, in addition to the five (5) year extension, which is to update the “Notices” provision as set forth herein below and agree that there is sufficient mutual consideration for updating the terms of the Agreement.

### **AGREEMENTS**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the original “Agreement,” and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City of Fairhope and AT&T Alabama agree as follows:

1. Paragraph 2 of the “Agreement” is to be amended by changing the date of termination from December 31, 2018 to December 31, 2023. Paragraph 2 is hereby amended to read as follows:

“Term. Except as described in paragraph 1(a) below, the term of this Agreement shall be from the Effective Date of this Agreement through December 31, 2023. The term may be extended upon mutual agreement of the parties in writing.”

2. Paragraph 13, the “Notices” paragraph of the “Agreement”, is amended by changing the address for AT&T Alabama to the following:

AT&T Alabama  
Assistant Vice President - Senior Legal Counsel  
675 West Peachtree Street, N.W., Suite 4326  
Atlanta, Georgia 30308

And the address for the City of Fairhope to the following:

Mayor’s Office  
City of Fairhope  
P. O. Drawer 429  
Fairhope, Alabama 36533

3. Unless amended by the terms of this Addendum, all other terms and conditions of the “Agreement,” shall remain unchanged and in full force and effect throughout the extended term. In the event the terms and conditions of the “Agreement” conflict with the terms of this Addendum, this Addendum shall be deemed to supersede and override the terms of the “Agreement.”

4. This Addendum incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements and understandings between the parties concerning the subject matter hereof. No deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations, agreements or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and made the same effective as of this \_\_\_\_ day of \_\_\_\_\_, 2018.

**(Signature page follows)**

**AT&T Alabama**

By: \_\_\_\_\_  
Name: C. Wayne Hutchens  
Title: President – AT&T Alabama

State of Alabama )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC SEAL

My Commission Expires: \_\_\_\_\_

**CITY OF FAIRHOPE**

By: \_\_\_\_\_  
Name: Karin Wilson  
Title: Mayor

State of Alabama )  
County of \_\_\_\_\_ )

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC SEAL

My Commission Expires: \_\_\_\_\_



**RESOLUTION NO. \_\_\_\_\_**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That **STEPHANIE HOLLINGHEAD** is hereby appointed as Chief of Police.

The term of the Chief of Police shall serve until the next general municipal election and until a successor is elected by the council and qualified. Section 11-43-5, Code of Alabama, 1975. The starting salary will be \$87,250.00.

ADOPTED 20TH DAY OF DECEMBER, 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 Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Reclassify and Delete the following Job Positions; and the Job Descriptions and Grades of Pay for same; and amend the budget for positions per the following:

<b>Reclassify:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Gardener Apprentice (GA)	12
<b>To:</b>	Gardener I	16
<b>Deletion:</b>	Litter Patrol/Equipment Operator Apprentice	11

**BE IT RESOLVED FURTHER BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council approves an across the board pay adjustment of \$1.00 per hour for the four (4) Public Works Custodians – Grade 11, part-time positions.

ADOPTED THIS 20TH DAY OF DECEMBER, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:


\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Karin Wilson  
Mayor



Richard D. Johnson, PE  
Public Works Director

## Memorandum

From: Richard D. Johnson; PE 

To: Mayor Karin Wilson

CC: Finance; HR; PW, City Clerk, File

Date: December 4, 2018

Subject: FY2019 Personnel Budget Modification – Public Works Department

---

Mayor Wilson:

The Public Works Horticulture Department currently has three funded Gardener Apprentice (GA) positions (Grade 12 - \$8.93 - \$11.61 - \$14.28) that are filled by three hard working City Employees. All three are making under \$11.00 an hour. All three of these Gardener Apprentices fulfill the exact same work duties as a Gardener I (Grade 16). However, for the same work they are paid a lower wage. We discussed with Finance and HR the opportunity to adjust the pay scale for Grade 12, but that was instantly problematic because it would require that all other lower Grades be advanced as well. The solution we derived at and the proposal we are making is to reclassify the Gardener Apprentice as a Gardener I. This makes sense because the Apprentices are doing the same exact work as a Gardener I.

To make it FY2019 Budget neutral we are willing to eliminate a funded new position to offset the increase cost in salary and benefits. Here is what is proposed:

Position	Current	Gardener I	Increase	Annual	W/35% Benefit
GA # 1	\$9.64/hr	\$11.92/hr	\$2.28/hr	\$4742.40	\$6402.24
GA # 2	\$9.64/hr	\$11.92/hr	\$2.28/hr	\$4742.40	\$6402.24
GA # 3	\$10.66/hr	\$11.92/hr	\$1.26/hr	\$2620.80	\$3538.08
Totals:			\$5.82/hr	\$12105.60	\$16342.60
Eliminate the proposed Litter Patrol/Equip Operator Apprentice (Grade 11 - \$8.30/hr):				\$17,264.00	\$23306.40
Savings on budget:				\$5158.40	\$6963.84

Secondly, the City employs four (4) Custodians – Grade 11, part-time positions. These individuals clean City facilities in the evenings and one works a weekend shift to address parks and facilities open during the weekend. Grade 11 starts at \$8.30/hour, since they are part-time, the position includes no benefits. In addition, part-time positions are not eligible for cost-of-living

or merit raises. We are having a difficult keeping these critical positions filled. We are requesting that these four (4) part-time positions receive an equal, across the board pay adjustment of \$1.00/hour. Since these are part-time position – 19 hours per week maximum with no benefits – the overhead is lowered to 15%. The cost of the onetime increase would be:

$$\mathbf{[4 \text{ employees} \times (19 \text{ hours} \times 52 \text{ weeks} \times \$1.00)] \times 1.15 \text{ overhead} = \$4,544.80}$$

Less the savings above (\$6,963.84 - \$4,544.80) we would still be \$2,419.04 under the cost of filling the new fulltime position. This budget neutral (actual savings) change would positively affect seven current employees and make Public Works a more efficient operation.

With your approval, I would like to present this proposed modification to Council at the next available work session and/or Meeting to get their approval of this budgetary adjustment.

Thank you in advance in your assistance in this matter.

Yours, RDJ

**RESOLUTION NO. \_\_\_\_**

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

[1] That the City of Fairhope awarded the bid for Overhead Doors for the Recreation Department on June 25, 2018 via Resolution No. 3114-18 to Bailey Door, Inc. (Bid Number 023-18); and upon further review of the bid, it was discovered that the City Treasurer had arranged to purchase the doors directly and Bailey Door, Inc. would provide labor.

[2] That the City of Fairhope adopted Amendment No. 1 to reduce the original contract cost from \$27,864.00 to \$11,072.88 for Bailey Door, Inc. to only install the doors. By consultation with the City Attorney it was determined we cannot complete this Amendment because it changed the original contract that was bid. And further, that we need to rescind the bid and rebid the project.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3114-18, rejects Bid No. 023-18 for Overhead Doors, repeals Resolution No. 3250-18 for Amendment No. 1; and authorizes to rebid.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss, Director of Finance  
From: Delores A Brandt  
Delores A Brandt, Purchasing Manager

Date: December 3, 2018

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

Re: **Request that the City Council Rescind Bid No 023-18 Six (6) Overhead Doors, Terminate for Convenience the Contract and repeal Resolution 3251-18 for Amendment #1**

Lisa A. Hanks, MMC  
City Clerk

On **June 25, 2018**, the Fire Station Maintenance Supervisor, John Saraceno, requested award of contract for **Bid No 023-18 Six (6) Overhead Doors** to Bailey Door, Inc. to replace worn out specialty doors for fire station # 2. The contract with Bailey Door Inc, was executed on September 4, 2018 after much deliberation with the then City Treasurer, Mike Hinson regarding whether the City would appoint Bailey as a Purchasing Agent with the State of Alabama to assist Bailey Door, Inc. in procuring the doors tax free. It was discovered upon request to start the project that the City Treasurer had arranged to purchase the doors directly, and Bailey Door Inc was to provide labor only. This changed the contract.

Michael V. Hinson, CPA  
City Treasurer

In response to this finding, a request to Amend the contract was submitted on November 8, 2018 and Resolution 3251-18 was signed on November 26, 2018. By consultation with the City Attorney it was determined we cannot complete this Amendment because it changed the contract that was in the original bid. And further, that we will have to rescind the bid and rebid the project..

**Please place on the next available City Council Agenda this recommendation to Rescind Bid No 023-18 Six (6) Overhead Doors, Terminate for Convenience the Contract and repeal Resolution 3251-18 for Amendment #1**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

CC: file, J Saraceno, Bailey door, Inc., R Weaver

251-928-2136  
251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

**RESOLUTION NO. 3114-18**

**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 Overhead Doors Six (6) for Fire Stations (Bid Number 023-18) 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  
Overhead Doors Six (6) for Fire Stations

[3] After evaluating the bid proposals with the required bid specifications, Bailey Door, Inc., with a total bid proposal of \$27,864.00, is now awarded the bid for Overhead Doors Six (6) for Fire Stations.

Adopted on this 25th day of June, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



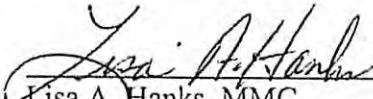
RESOLUTION NO. 3250-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to Bid Number 023-18, Six (6) Overhead Doors for Fire Stations. The Amendment reduces the original contract cost from \$27,864.00 to \$11,072.88 and change the scope of work to installation only from Bailey Door, Inc.

Adopted on this 26th day of November, 2018

  
\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

  
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

*We will need to Recind Bid per City Attorney*



## ITEM XII CONTRACT

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fairhope (hereinafter referred to as the "**OWNER**") and **Bailey Door, Inc.** of Bay Minette, AL (hereinafter referred to as the "**CONTRACTOR**"), for

### Bid No. 023-18 SIX (6) OVERHEAD Doors for Fire Stations

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The **CONTRACT** consists of all the items contained within this **CONTRACT**, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the **WORK**.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.
3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number TEN (10) days of the date specified in the *Notice to Proceed* (NIP) to be issued to the **CONTRACTOR** by the **OWNER**, or its authorized representative. The work shall be completed, subject to authorized adjustments, within SIXTY (60) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of \$200 per working day.
4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of EIGHTEEN THOUSAND FIVE HUNDRED SEVENTY-SIX DOLLARS (\$18,576.00) for the purchase of **FOUR (4) DOORS** at a price of FOUR THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$4,644.00) PER DOOR. The remaining **TWO (2) doors** will be procured through funds provided by the Fairhope Volunteer Fire Department.
5. This represents a **LUMP SUM** payment for performance of the **WORK**, which payment shall be issued after the Contract is fully performed and the **OWNER** has inspected the **WORK**.
6. **General Conditions**
  - a. **Indemnity:** The **CONTRACTOR** hereby agrees to indemnify and save harmless the **OWNER**, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this **CONTRACT**, to the extent caused by a negligent act or omission of the **CONTRACTOR**, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the **CONTRACTOR**. The **CONTRACTOR** shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the **CONTRACTOR**.
  - b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER**. If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine

**RESOLUTION NO. \_\_\_\_**

**WHEREAS**, the City of Fairhope adopted Ordinance No. 1625, An Ordinance repealing and replacing Ordinance No. 1331 to establish Impact Fees on new development in the City of Fairhope on October 13, 2018 in accordance with Act No. 2006-300 enacted by the Legislature of Alabama on April 4, 2006; and

**WHEREAS**, the City desires to use fund for “Parks and Recreation” which is a Benefit Area for (i) the acquisition of new public parks lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the “Impact Fee Study” prepared by TischlerBise; and

**WHEREAS**, the following project shall be paid from the Impact Fees Account and have met the criteria stated to be paid from said Account:

- Property to be purchased in 3 annual payments using Impact Fees for Park lands, \$48,000.00 per acre for 40 acres with zero interest.

**NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, hereby authorizes Mayor Karin Wilson to expend Impact Fees for the above project as designated from the Impact Fee Account for services for the “Parks and Recreation” Benefit Area.

DULY ADOPTED THIS 20TH DAY OF DECEMBER, 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 Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. 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 a not to exceed amount of \$81,550.00.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





DEC 6 '18 PM5:11

ZAH

## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss, Director of Finance

From:   
Delores A Brandt, Purchasing Manager

*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 Award **Extension #2 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains**

On August 12, 2016, **Bid No. 268-16 Cleaning and Inspection of Sanitary Sewer Mains** contract was issued to **Smith Industrial Service, Inc.**, and it was to terminate on December 31, 2017. Extension #1 was approved and executed and will end on December 31, 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 December 31, 2019.

If approved, **Extension #2** will be awarded to **Smith Industrial Service, Inc** of Mobile, AL for the contract unit prices quoted on August 12, 2016 to Volkert, Inc. on behalf of the City of Fairhope. 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. 026-16 Cleaning and Inspection of Sanitary Sewers, and authorize the Mayor to execute contact extension #2 with Smith Industrial Service, Inc.**

Cc: file

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



2001 West I-65 Service Rd. N.  
Mobile, AL 36618  
PH (251) 471-4315 FAX (251) 473-6315

December 6, 2018

Ms. Dee Dee Brandt  
Purchasing Manager  
City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

**RE: Extension of Contract No. SEW002-16/Bid No. 026-16**

Dear Ms. Brandt,

Smith Industrial Services, Inc. agrees to Extension No. 2 for Contract No. SEW002-16/Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains, with all terms and conditions of the bid award, including pricing, remaining the same.

Please feel free to contact us if you have any questions.

Very Respectfully,

A handwritten signature in black ink that reads 'Paul B. David'.

Paul David  
Smith Industrial Services, Inc.  
2001 W. I65 Service Road, North  
Mobile, AL 36618

City of Fairhope

Extension No. 2 of Contract for

Bid No 026-16 Cleaning and Inspection of Sanitary Sewer Mains

This EXTENSION NO. 2 OF CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_\_\_, 201\_\_\_ for the purpose of extending the Contract known as Bid No. 026-16 Cleaning and Inspection of Sanitary Sewer Mains, dated August 12, 2016, ("Original Bid") between the City of Fairhope, and Smith Industrial Service, Inc., of Mobile, AL the ("Parties").

1. The Original Awarded Bid, which is attached hereto as a part of this Extension, is described below:

Bid No. 026-16 Bid No. 026-16 Cleaning and Inspection of Sanitary Sewer Mains, and was to end on **December 31, 2017 at 11:59 p.m.**

2. The Parties agreed to extend the Original Contract for an additional period (Extension #1), which began immediately upon the expiration of the Original time period, **December 31, 2017** and will end on **December 31, 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, **December 31, 2018**, and will end on **December 31, 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 \_\_\_\_\_, 201\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**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 918M Wheel Loader with Fusion Coupler through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (NIPA) contract 161534; 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 \$183,340.98 (\$61,113.66 per year for 3 years).

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



# City of Fairhope Project Funding Request

Issuing Date: 12/6/2018

Please return this Routing Sheet to Treasurer by: DEC 6 '18 4:51:11 **ASAP** *[Signature]*

Project Name: Award 3 year lease purchase of 918M Wheel Loader w/Fusion Coupler

Project Location: Public Works Sanitation Department

Presented to City Council: 12/20/2018 Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_

Funding Request Sponsor: Richard Johnson, Public Works Director Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$183,340.98 (\$61,113.66/yr for 3 years)

Vendor: Thompson Tractor Company  
(NIPA Buying Group)

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	Impact
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	<b>Sanitation-40 XXX</b>

Project will be:

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 001850-50465 Grant: \_\_\_\_\_ Federal - not to exceed amount State \_\_\_\_\_

G/L Acct Name: Lease/Purchase City \_\_\_\_\_

Project Budgeted: \$182,037.00

Over (Under) budget amount: \$1,303.98

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments: This overage will be included in 2020 budget. First payment not due until FY2020.

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
-------------------------	---------------------------	----------------

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 12/5/2018 Delivered To Date: 12/6/2018

Request Approved Date: \_\_\_\_\_ Request-Approved Date: 12/6/2018 Approved Date: 12/6/18

Signatures: \_\_\_\_\_  
Jill Gabaniss, MBA  
Mayor Karin Wilson



## MEMO

To: Jill Cabaniss Finance Director  
From: Delores A Brandt  
Delores Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: December 5, 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: **Placing on City Council agenda approve 2019 budgeted acquisition by 3-yr. Lease-Purchase of Wheel Loader for the PW Dept through NIPA a buying group.**

The Public Works Department has requested the acquisition by three-year lease-purchase of **918M Wheel Loader w/ Fusion Coupler** (see attached description and quote. The equipment will be obtained through Thompson Tractor Company, Inc., who holds the contract for said equipment with the **NIPA a buying group**. This equipment can be financed through Caterpillar Financial Services Corporation.

The Public Works Department recommends the award be made to Thompson Tractor Company, Inc. of Spanish Fort, AL, in the **quoted** amount of ONE HUNDRED SIXTY-FIVE THOUSAND FORTY-THREE DOLLARS (\$165,043.00). The CAT Lease amount is Sixty-One Thousand One Hundred Thirteen Dollars and Sixty- Six Cents per year for three years for a **total of ONE HUNDRED EIGHTY-THREE THOUSAND THREE HUNDRED FORTY DOLLARS AND NINETY-EIGHT CENTS (\$183,340.98)**

**CAT Wheel Loader**

Budgeted: *Purchase for \$170,000 or Lease: \$60,679/year for 3 years totaling \$182,037.00*

Quote: *\$165,043.00 - \$61,113.66 per year for three years (CAT Lease) totaling \$183,340.98*

**Please place on the next City Council Agenda this request to award three year Lease Purchase of the Wheel Loader to Thompson Tractor Company, Inc., the NIPA buying group, in the quoted amount of \$183,340.98 (for three years).**

Cc: file, R Johnson,

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



PROPOSAL/EQUIPMENT ORDER

Print Date:	11/21/2018
Quote No.:	4973037341-4
Customer No:	2744600
Valid Until:	6/21/2018
PO:	
Salesman:	Roger K Johnson
Phone:	251-621-6034

PURCHASER

CITY OF FAIRHOPE  
PO BOX 429  
FAIRHOPE AL 36533

SHIP TO

CITY OF FAIRHOPE WAREHOUSE  
FAIRHOPE AL

Caterpillar 918M SN: H2600512 EQN019028  
918MFQ  
918M WHEEL LOADER W/FUSION COUPLER

\$165,043.00

918M  
918M WHEEL LOADER  
ENGINE, C4.4, T4F, HRC  
VALVE, DRAIN, ECO  
LOADER ARR, STD CPLR, STD LIFT  
HYDRAULICS, 3V/1L, STD LIFT  
3V QUICK DISCONNECT PUSH FIT  
BATTERY, STANDARD  
LIGHTS, ROADING, RH DIP  
STEERING, STANDARD  
CAB, DELUXE, SINGLE BRAKE  
FEATURE PACKAGE, ROAD & LOAD  
SEAT BELT, RETRACTABLE 2"  
HEATER AND AIR CONDITIONER  
SECURITY SYSTEM, NONE  
FENDERS, STANDARD  
ENGINE COOLANT, STANDARD  
HYDRAULIC OIL, STANDARD  
INSTRUCTIONS, ANSI  
ALARM, BACK-UP  
BUCKET, GP, 2.2 YD3, IT, BOCE  
CARRIAGE, STANDARD COUPLER  
POWERTRAIN, HI RIMPULL, 24MPH  
PRODUCT LINK, CELLULAR, PL641  
CAMERA, REAR VIEW  
FORK TINES, 2" X 5" X 53"  
SERIALIZED TECHNICAL MEDIA KIT  
LANE 3 ORDER  
RUST PREVENTATIVE APPLICATOR

CONTINUED...

# Thompson



## PROPOSAL/EQUIPMENT ORDER

Print Date:	11/21/2018
Quote No.:	4973037341-4
Customer No:	2744600
Valid Until:	6/21/2018
PO:	
Salesman:	Roger K Johnson
Phone:	251-621-6034

### PURCHASER

CITY OF FAIRHOPE  
PO BOX 429  
FAIRHOPE AL 36533

### SHIP TO

CITY OF FAIRHOPE WAREHOUSE  
FAIRHOPE AL

FUEL, STANDARD  
RADIO, FM BLUETOOTH  
SEAT DELUXE

Base Model 918M Wheel Loader	\$177,410.00
Less NIPA Member Discount, 24%	<u>\$42,578.00</u>
Total	\$134,832.00

### Customer Invoice

Machine Option Price	\$134,832.00
FP&D	\$3,000.00
Warr 4yr/4000hr	\$7,371.00
Lincoln Lube System	\$8,750.00
Transmission guard installed	\$2,786.00
SETCO Rubber bolt-on cutting edge	\$1,137.00
SETCO Solid Tires, less credit to remove original tires	<u>\$13,160.00</u>
Transaction Price	\$171,036.00
Less Loyalty Discount	<u>&lt;\$5,993.00&gt;</u>
Sales Price	\$165,043.00

This quote meets all NIPA 161534 requirements

Sales Subtotal	165,043.00
Tax Subtotal	0.00
Total	165,043.00

### Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at \_\_\_\_\_ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies:  (Mark box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control. If insurance is not included here, list Purchaser's Insurance Agent: \_\_\_\_\_

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ TTCO: \_\_\_\_\_

## Roger Johnson

---

**From:** Tina Marmolejo  
**Sent:** Wednesday, November 21, 2018 7:46 AM  
**To:** Roger Johnson  
**Subject:** City of Fairhope 918M

Roger,

The 918M price that you have quoted to the City of Fairhope includes travel time & mileage coverage for all applicable warrantable repairs for the 4 year/4000 hour EPTW+HYD+TECH warranty.

Thanks...

Brian Duke  
Equipment Management Specialist  
Thompson Tractor Company, Inc.  
[brianduke@thompsontractor.com](mailto:brianduke@thompsontractor.com)  
205-849-3305 Work



**Caterpillar Financial Services Corporation**

**Finance Proposal**

**CUSTOMER**

Name: CITY OF FAIRHOPE

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Dec-21-18  
 Funded by ..... Dec-21-18

**DEALER**

THOMPSON TRACTOR CO., INC.  
 Sales person ..... ROGER JOHNSON  
 Dealer contact .....  
 Telephone .....

Quote number ..... 610-4246  
 Fax number .....  
 Quote date ..... 11/21/2018  
 Quote time ..... 9:37:07

**FINANCE PROPOSAL**

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 3 Annual  
 Payments ..... in Arrears  
 Quoted by ..... d430bh2  
 Report created by ..... d430bh2

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	918M	1000	1	<u>165,043.00</u>	165,343.00	61,113.66	<u>1.00</u>	5.3500

Special Conditions:

918M  
 Model Year - 2018. Standard Environment; Major Attachments-Tires, Air Conditioning, Cab; Blades/Buckets/Rippers-Thumb Stiff Link, Triple Grouser Tracks (TG), General Purpose Bucket

	Model	Insurance	Payment w/Insurance
New	918M	2,835.62	63,949.28

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

**CONDITIONS**

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

**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 Model 316FL Excavator through a Three-Year Lease-to-Own for the Street Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (NIPA) contract 161534; 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 \$220,696.17 (\$73,565.39 per year for 3 years).

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

DEC 5 '18 5:11 *JAW*

Issuing Date: 12/6/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award 3 year lease purchase of Excavator Model 316FL

Project Location: Public Works Streets Department

Presented to City Council: 12/20/2018

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$220,696.17 (\$73,565.39/yr for 3 years)

Vendor: Thompson Tractor Company  
(NIPA Buying Group)

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	Impact
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	<u>Street-35 XXX</u>	Sanitation-40

Project will be:

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 001850-50465 Grant: \_\_\_\_\_ Federal - not to exceed amount State \_\_\_\_\_

G/L Acct Name: Lease/Purchase \_\_\_\_\_ City \_\_\_\_\_

Project Budgeted: \$232,364.00

Over (Under) budget amount: (\$11,667.83)

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments: First payment not due until FY2020.

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: _____	Purchasing Memo Date: <u>12/5/2018</u>	Delivered To Date: <u>12/6/2018</u>
Request Approved Date: _____	Request Approved Date: <u>12/6/2018</u>	Approved Date: <u>12/13/18</u>
Signatures: _____	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson





## MEMO

To: Jill Cabaniss Finance Director  
From: Delores A Brandt  
Delores Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: December 5, 2018

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

Re: **Placing on City Council agenda to approve 2019 budgeted acquisition by 3-yr. Lease-Purchase of excavator for the PW Dept through NIPA a buying group.**

Lisa A. Hanks, MMC  
City Clerk

The Public Works Department has requested the acquisition by three-year lease-purchase of **Excavator Model 316FL TIER 4 FINAL** (see attached description and quote. The equipment Can be obtained through Thompson Tractor Company, Inc., who holds the contract for said Equipment with NIPA a buying group. This equipment can be financed through Caterpillar Financial Services Corporation.

Michael V. Hinson,  
CPA  
City Treasurer

The Public Works Department recommends the award be made to Thompson Tractor Company, Inc. of Spanish Fort, AL, in the quoted amount of **ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$198,731.00)**. The CAT Lease amount is **SEVENTY-THREE THOUSAND FIVE HUNDRED SIXTY-FIVE DOLLARS AND THIRTY-NINE CENTS** per year for three years for a **total of \$220,696.17**.

### **CAT Excavator**

**Budgeted:** *Purchase for \$217,000 OR Lease: \$77,454.72/year for 3 years totaling \$232,364 -  
If lease, no payment due until FY2020*

**Quote:** *\$198,731.00 – \$73,565.39 per year for three years (CAT Lease) totaling \$220,696.17*

**Please place on the next City Council Agenda this request to award three year Lease Purchase of Excavator, to Thompson Tractor Company, Inc., the NIPA buying group, in the quoted amount of \$220,696.17 (for three years).**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

Cc: file, R Johnson,

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

# Thompson



## PROPOSAL/EQUIPMENT ORDER

Print Date:	11/19/2018
Quote No.:	4973053583-1
Customer No:	2744600
Valid Until:	12/19/2018
PO:	
Salesman:	Roger K Johnson
Phone:	251-621-6034

**PURCHASER**

**CITY OF FAIRHOPE**  
 PO BOX 429  
 FAIRHOPE AL 36533

**SHIP TO**

**CITY OF FAIRHOPE FIRE STATION**  
 FIRE STATION #3  
 FAIRHOPE AL 36533

Caterpillar 316F SN: YDL20351 EQN032640  
 316FLT4F  
 316FL EXCAVATOR TIER 4 FINAL

\$198,731.00

- 316F L HEX AM-N DCA1B
- LANE 2 ORDER
- INSTRUCTIONS, ENGLISH
- SIDE CUTTER, GENERAL PURPOSE
- TIP, PENETRATION PLUS
- STORAGE PROTECTION (EXPORT)
- ROLL ON-ROLL OFF

Base Model 316FL Excavator	\$207,586.00
Less NIPA Member Discount, 19%	<u>\$39,441.00</u>
Total	\$168,145.00

Customer Invoice

Machine Option Price	\$168,145.00
FP&D	\$3,000.00
Complete 30" Bkt	\$4,689.00
Warr 4yr/4000hr	\$7,371.00
Lincoln Lube System	\$8,750.00
Manual thumb	\$5,300.00
Security System	\$1,476.00
Transaction Price	\$198,731.00

<b>Sales Subtotal</b>	198,731.00
<b>Tax Subtotal</b>	0.00
<b>Total</b>	198,731.00

This quote meets all NIPA 161534 requirements

### Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at \_\_\_\_\_ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies:  (Mark box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control. If insurance is not included here, list Purchaser's Insurance Agent: \_\_\_\_\_

This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ TTCO: \_\_\_\_\_

## Roger Johnson

---

**From:** Brian Duke  
**Sent:** Tuesday, November 20, 2018 3:22 PM  
**To:** Roger Johnson  
**Subject:** City of Fairhope 316FL

Roger,

The 316FL price that you have quoted to the City of Fairhope includes travel time & mileage coverage for all applicable warrantable repairs for the 4 year/4000 hour EPTW+HYD+TECH warranty.

Thanks...

Brian Duke  
Equipment Management Specialist  
Thompson Tractor Company, Inc.  
[brianduke@thompsontractor.com](mailto:brianduke@thompsontractor.com)  
205-849-3305 Work



**Caterpillar Financial Services Corporation**

**Finance Proposal**

===== **CUSTOMER** =====

Name: CITY OF FAIRHOPE

Address .....  
 City .....  
 State .....  
 Zip code .....  
 County .....

Good if:  
 Acknowledged by ..... Dec-20-18  
 Funded by ..... Dec-20-18

===== **DEALER** =====

THOMPSON TRACTOR CO., INC.  
 Sales person ..... ROGER JOHNSON  
 Dealer contact .....  
 Telephone .....

Quote number ..... 610-3214  
 Fax number .....  
 Quote date ..... 11/20/2018  
 Quote time ..... 8:27:17

===== **FINANCE PROPOSAL** =====

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL  
 Number of payments ..... 3 Annual  
 Payments ..... in Arrears  
 Quoted by ..... d430bh2  
 Report created by ..... d430bh2

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	316FL	1000	1	<u>198,731.00</u>	199,031.00	<u>73,565.39</u>	<u>1.00</u>	5.3500

Special Conditions:

316FL  
 Serial Number - YDL20351, Model Year - 2018, Standard Environment: Major Attachments-Steel Tracks, Cab, Air Conditioning; Blades/Buckets/Rippers-General Purpose Bucket, Triple Grouser Tracks (TG), Thumb Stiff Link

	Model	Insurance	Payment w/Insurance
New	316FL	3,413.97	76,979.36

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

===== **CONDITIONS** =====

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by: \_\_\_\_\_ Acknowledged by: \_\_\_\_\_

**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 Caterpillar 304E2 Mini Excavator for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$49,530.00.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

COF Project No. 1457

DEC 6 10 51:11

*MW*

Issuing Date: 12/6/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Purchase of Caterpillar 304E2 Mini Excavator

Project Location: Gas Department

Presented to City Council: 12/20/2018

Funding Request Sponsor: Terry Holman

Project Cash Requirement Requested:  
Cost: \$49,530.00

Vendor: Thompson Tractor Company  
(NJPA/Sourcwell Buying Group)

Project Engineer: n/a

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

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Department Funding This Project							
General	Gas XXX	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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

Project will be:

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

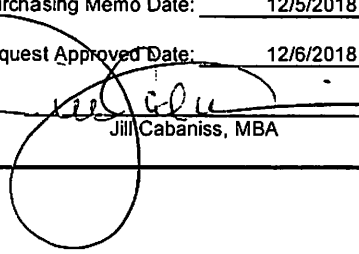
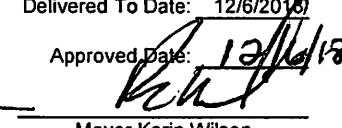
Expense Code: 002-16030                      Grant: \_\_\_\_\_                      Federal - not to exceed amount  
G/L Acct Name: Capital Purchases Vehicles & Equipment                      State \_\_\_\_\_

Project Budgeted: \$50,000.00                      City \_\_\_\_\_

Over (Under) budget amount: (\$470.00)                      Bond: \_\_\_\_\_                      Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_                      Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:                       Capital Lease: \_\_\_\_\_                      Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>12/5/2018</u>	Delivered To Date: <u>12/6/2018</u>
Request Approved Date: _____	Request Approved Date: <u>12/6/2018</u>	Approved Date: <u>12/6/18</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson



## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss, Finance Director  
From: Delores A Brandt  
Delores A Brandt, Purchasing Manager

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

Date: December 5, 2018

Re: **Greensheet/City Council to approve over \$10,000 2019 budgeted acquisition of Caterpillar 304E2 PAB (power angle blade) Mini Excavator for the Gas Dept through the NJPA/SOURCEWELL Buying Group.**

Lisa A. Hanks, MMC  
City Clerk

The Gas Department has requested the acquisition of **2019 CAT 304E2 PAB (Power Angle Blade) Mini Excavator**, and is a line item for \$50,000.00 in the 2019 City of Fairhope budget. The equipment will be obtained through **Thompson Tractor Company**, holding the contract with **NJPA/SOURCEWELL Buying Group**.

Michael V. Hinson,  
CPA  
City Treasurer

The Gas Department recommends the award be made to **Thompson Tractor Company** of Mobile, AL, in the amount of **FORTY-NINE THOUSAND FIVE HUNDRED THIRTY DOLLARS AND SEVENTY-FIVE CENTS (\$49,530.00)**.

**Please prepare a greensheet and place on the next City Council Agenda this request to Award Caterpillar 304E2 PAB (power angle blade) Mini Excavator to Thompson Tractor Company through the NJPA/SOURCEWELL buying group, in the amount of \$49,530.00.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

Cc: file, Terry Holman, C Steadham

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



1950 East I-65 Service Rd. North  
 Mobile, AL 36617

Nov. 28, 2018

## City of Fairhope

161 N Section St,  
 Fairhope, AL 36532

We are pleased to provide you with the following National Joint Powers Alliance pricing for the 2019 CAT 304E2 PAB (Power Angle Blade) tier 4 final, canopy, coded key, bucket, manual coupler and standard 2yr/2000 hour premier warranty. The pricing is as follows:

### NJPA Pricing Caterpillar #032515-CAT

<u>Base Model</u>	<u>Part #</u>	<u>List Price</u>
2019 CAT 304E2 Long stick	383-1705	\$66,625.00

#### Options

18" Bucket	464-9904	\$1,040.00
Manual Coupler	444-7494	\$1,371.00

<b>Sub Total</b>	<b><u>\$69,036.00</u></b>
*National JPA <b>Minimum</b> Member Discount 20%	(\$13,807.20)
Machine / Option Price	<b><u>\$55,228.80</u></b>

#### Customer Invoice

Machine / Option Price	<b><u>\$55,228.80</u></b>
Freight (Zone 1)	\$1022.00
Prep and Delivery	<b><u>\$850.00</u></b>
	<b><u>\$57,100.80</u></b>
Thompson Tractor Company Loyalty Discount	<b><u>- \$ 7,570.80</u></b>

**City of Fairhope Purchase Price: \$49,530.00**



With our past history, we would like to extend a Thompson Tractor Loyalty discount which is the discount listed above and it will also include a **5yr/4000hr Extended Powertrain Warranty**. It is a pleasure as always doing business with the City of Fairhope and thanks for considering Thompson Tractor Company.

Sincerely,

BJ Dean  
Compact Equipment Rep  
Thompson Tractor Company  
Cell: 251-583-9892

---

**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 John Deere 4x4 Side by Side Maintenance Vehicle for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$12,366.75.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## City of Fairhope Project Funding Request

*ZAK*

Issuing Date: 12/6/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Purchase of John Deere 4x4 Side by Side Maintenance Vehicle

Project Location: Gas Department

Presented to City Council: 12/20/2018

Funding Request Sponsor: Terry Holman

Project Cash Requirement Requested:  
Cost: \$12,366.75

Vendor: Beard Equipment Company, Inc.  
(Sourcewell Buying Group)

Project Engineer: n/a

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

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Department Funding This Project							
General	Gas XXX	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
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

Project will be:

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 002-16030                      Grant: \_\_\_\_\_                      Federal - not to exceed amount State

G/L Acct Name: Capital Purchases Vehicles & Equipment

Project Budgeted: \$14,000.00

Over (Under) budget amount: (\$1,633.25)

Comments:

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

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
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Purchasing Memo Date: \_\_\_\_\_                      Purchasing Memo Date: 12/5/2018                      Delivered To Date: 12/6/2018

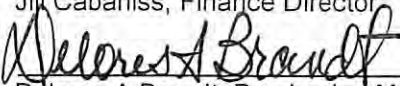
Request Approved Date: \_\_\_\_\_                      Request Approved Date: 12/6/2018                      Approved Date: 12/6/18

Signatures: \_\_\_\_\_                      *Jill Cabanis*  
Jill Cabanis, MBA                      *Karim Wilson*  
Mayor Karim Wilson



## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss, Finance Director  
From:   
Delores A Brandt, Purchasing Manager

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

Date: December 5, 2018

Re: Greensheet/City Council to approve over \$10,000 2019 budgeted acquisition of John Deere 4X4 Side-by-Side Maintenance Vehicle for the Gas Dept through the SOURCEWELL Buying Group.

Lisa A. Hanks, MMC  
City Clerk

The Gas Department has requested the acquisition of **John Deere XUV825E (MY18) 4X4 Side-by-Side Maintenance Vehicle** and is a line item for \$14,000.00 in the 2019 City of Fairhope budget. The equipment will be obtained through **Deere & Company**, holding the contract with **SOURCEWELL Buying Group** and is being processed through local company **Beard Equipment Company, Inc.**

Michael V. Hinson,  
CPA  
City Treasurer

The Gas Department recommends the award be made to Deere & Company of Mobile, AL, in the amount of **TWELVE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS AND SEVENTY-FIVE CENTS (\$12,366.75).**

**Please prepare a greensheet and place on the next City Council Agenda this request to award John Deere XUV825E (MY18) to Deere & Company through the SOURCEWELL buying group, in the amount of \$12,366.75.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

Cc: file

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



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 Main Warehouse  
555 S Section St  
Fairhope, AL 36532  
Business: 251-928-8003

**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:** 18617977  
**Created On:** 04 December 2018  
**Last Modified On:** 04 December 2018  
**Expiration Date:** 31 January 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV825E (MY18)	\$ 14,214.65	\$ 12,366.75 X	1 =	\$ 12,366.75
<b>Contract:</b> Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)				
<b>Price Effective Date:</b> December 4, 2018				
<b>Equipment Total</b>				<b>\$ 12,366.75</b>

**Quote Summary**

Equipment Total	\$ 12,366.75
Trade In	
SubTotal	<b>\$ 12,366.75</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,366.75
<b>Balance Due</b>	<b>\$ 12,366.75</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE



# Selling Equipment

Quote Id: 18617977

Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

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 XUV825E (MY18)

Contract: Sourcwell Grounds Maintenance 062117-DAC  
(PG NB CG 70)

Suggested List \*

\$ 14,214.65

Price Effective Date: December 4, 2018

Selling Price \*

\$ 12,366.75

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57A0M	XUV825E (MY18)	1	\$ 12,199.00	13.00	\$ 1,585.87	\$ 10,613.13	\$ 10,613.13
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1002	Yellow Steel Wheels Ancla M-T Extreme Terrain Tire	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat - Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Deluxe Cargo Box - with Paint and reflectors	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 446.00	13.00	\$ 57.98	\$ 388.02	\$ 388.02
4099	Less Power and Protection Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 245.00	13.00	\$ 31.85	\$ 213.15	\$ 213.15
	<b>Standard Options Total</b>		<b>\$ 691.00</b>		<b>\$ 89.83</b>	<b>\$ 601.17</b>	<b>\$ 601.17</b>
BM26182	Beacon Light Harness Kit	1	\$ 70.61	13.00	\$ 9.18	\$ 61.43	\$ 61.43
BM24591	Brake and Tail Light Kit	1	\$ 173.34	13.00	\$ 22.53	\$ 150.81	\$ 150.81
BM25553	Beacon Light	1	\$ 257.87	13.00	\$ 33.52	\$ 224.35	\$ 224.35
BM26741	WARN ProVantage 3500 lb Winch	1	\$ 628.09	13.00	\$ 81.65	\$ 546.44	\$ 546.44
BM24466	Winch Bumper Mount Kit 1587-kg (3500-lb)	1	\$ 194.74	13.00	\$ 25.32	\$ 169.42	\$ 169.42
	<b>Dealer Attachments Total</b>		<b>\$ 1,324.65</b>		<b>\$ 172.20</b>	<b>\$ 1,152.45</b>	<b>\$ 1,152.45</b>



**JOHN DEERE**



# Selling Equipment

Quote Id: 18617977

Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

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

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
<b>Suggested Price</b>			
			<b>\$ 12,366.75</b>
<b>Total Selling Price</b>	<b>\$ 14,214.65</b>	<b>\$ 1,847.90</b>	<b>\$ 12,366.75 \$ 12,366.75</b>

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 2019 ALTEC AT41M Bucket Truck for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$139,705.00.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Project Funding Request

Issuing Date: 12/12/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Purchase (1) one 2019 ALTEC AT41M Bucket Truck

**Project Location:** Electric Department

**Presented to City Council:** 12/20/2018

**Funding Request Sponsor:** Michael Allison, Electric Superintendent

**Project Cash Requirement Requested:**  
Cost: \$139,705.00

**Vendor:** ALTEC Industries, Inc.  
(Sourcewell Purchasing Cooperative Contract No. 012418-ALT)

**Project Engineer:** n/a

**Order Date:** n/a      **Lead Time:** No later than 330-360 days ARO

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Department Funding This Project							
General	Gas	Electric XXX	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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

**Project will be:**

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 003-16030      Grant: \_\_\_\_\_      Federal - not to exceed amount  
G/L Acct Name: Capital Purchases Vehicles & Equipment      State \_\_\_\_\_

Project Budgeted: \$148,000.00      City \_\_\_\_\_

Over (Under) budget amount: (\$8,295.00)      Bond: \_\_\_\_\_      Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_      Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:       Capital Lease: \_\_\_\_\_      Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: _____	Purchasing Memo Date: <u>12/11/2018</u>	Delivered To Date: <u>12/12/2018</u>
Request Approved Date: _____	Request Approved Date: <u>12/12/2018</u>	Approved Date: <u>12/12/2018</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson



To: Jill Cabaniss, Director of Finance  
From: Delores A Brandt  
Delores A Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: December 11, 2018

*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

Re: **Greensheet--Council approval for purchase of one (1) over \$10,000 2019 budgeted ALTEC Bucket Truck (2019) for the Electric Department**

The Electric Department has need to purchase one (1) **2019 ALTEC AT41M Articulating Telescopic Aerial Device with Material Handling 41" Bucket** from **ALTEC Industries, Inc.** in the amount of **ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$139,705.00)** (see attached quotation). This procurement will be purchased from **ALTEC Industries, Inc.** through the Sourcewell Purchasing Cooperative Contract No. 012418-ALT and will therefore not need to be let out for bid.

This truck has been budgeted at \$148,000.00 in the 2019 budget. ARO is no later than 330-360 days FOB Customer Location.

**Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval for one (1) Bucket truck from ALTEC Industries, Inc. in the amount of \$139,705.00.**

Cc: file; M. Allison, T. Bung

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



Opportunity Number: 934832  
 Quotation Number: 438414  
 Sourcwell Contract #: 012418-ALT  
 Date: 12/3/2018

Quoted for: City of Fairhope  
 Customer Contact:  
 Phone: / Email:

Quoted by: Mark Jarrell  
 Phone: 919-323-6804 Email: Mark.Jarrell@altec.com  
 Altec Account Manager: Brant Youngblood

**REFERENCE ALTEC MODEL**

AT41M	Articulating Telescopic Aerial Device with Material Handling Insulated, 41'	\$132,085
-------	---	-----------

**(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)**

1	AT41M-US41P	Non-Material Handling Platform (AT41P)	-\$2,145
2			
3			
4			

**(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)**

1			
2			
3			
4			
5			
6			
7			
8			
<b>SOURCEWELL OPTIONS TOTAL:</b>			<b>\$129,940</b>

**(B.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	Above Rotation Painted RED	\$960
2	UNIT & HYDRAULIC ACC		
3	BODY	Custom Aluminum Body and Accessories	\$10,080
4	BODY & CHASSIS ACC		
5	ELECTRICAL	Strobes, Mini Light Bars, Work Light	\$2,997
6	FINISHING		
7	CHASSIS	2019 Extended Cab F550 4x2 W Power Options	\$593
8	OTHER		
<b>OPEN MARKET OPTIONS TOTAL:</b>			<b>\$14,630</b>

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$144,570**  
**Delivery to Customer: \$1,504**  
**TOTAL FOR UNIT/BODY/CHASSIS: \$146,074**

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

1		Steel Body and Accessories ILO Aluminum	-\$6,368
2			
3			
4			

**\*\*Pricing valid for 45 days\*\***

**\$139,705.00**

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

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

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

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 330-360 days ARO, FOB Customer Location

**TERMS:** Net 30 days

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

**TRADE-IN:** Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

**BUILD LOCATION:** Creedmoor, NC



December 6, 2018  
Our 89th Year

**Ship To:**  
CITY OF FAIRHOPE  
4004 CREEK RIDGE RD  
GUNTERSVILLE, AL 35976  
US

**Bill To:**  
CITY OF FAIRHOPE  
PO BOX 429  
FAIRHOPE, AL 36532-0000  
United States

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 438414 - 1  
**Account Manager:** Brant W. Youngblood  
**Technical Sales Rep:** Mark Floyd Jarrell

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	Altec Model AT41P Articulating Telescopic Aerial Device with a fiberglass upper boom and fiberglass insulator in the articulating arm and proportional joystick upper controls. Built in accordance to ALTEC's standard specifications and to include the following features:	1	
	A. Ground to Bottom of Platform Height: 40.8 feet at 7.3 feet from centerline of rotation (12.45 m at 2.21 m)		
	B. Working Height: 45.8 feet (13.96 m)		
	C. Maximum reach to edge of platform with Upper Boom Non- overcenter: 30.1 feet (at 17.3 feet platform height)		
	D. Upper boom extension: 110 inches		
	E. Continuous rotation		
	F. Articulating Arm: Articulation is from -3 to 82 degrees. Insulator provides 19 inches of isolation.		
	G. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation.		
	H. Upper Boom: Articulation is from -25 to 85 degrees. The fiberglass section provides a minimum of 10.9 inches of isolation in the upper boom (when retracted and 42.3 inches when extended).		
	I. Platform leveling is achieved by a hydraulic master-slave leveling system. This lifetime system is very low maintenance.		
	J. The dielectrically tested, insulating upper control system includes the following boom tip components that can provide an additional layer of secondary electrical contact protection. Control Handle: A single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. The handle also includes an interlock guard that reduces the potential for inadvertent boom operation. Auxiliary Control Covers: Non-tested blue silicon covers for auxiliary controls. Control Console: Non-tested non-metallic control console plate. Boom Tip Covers: Non-tested non-metallic boom tip covers. The covers are not		

We Wish To Thank You For Giving Us The Pleasure  
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	dielectrically tested, but they may provide some protection against electrical hazards.		
K.	Hydraulic system: Open center (full pressure), maximum flow 6 GPM, maximum operating pressure 3,000.		
L.	Dielectric rating: Category C, 46 kV and below		
M.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
N.	Manuals: Two (2) Operator's and two (2) Maintenance/ Parts manuals containing instructional markings indicating hazards inherent in the operation of an aerial device.		
O.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Pedestal	1	
3.	Single 1-Man Platform, Fiberglass (Insulated), 24" x 30" x 42", End Mount, 180 Degree Rotation	1	
4.	No Platform Elevator	1	
5.	Platform Mounted Single Handle Controls	1	
6.	No Jib/Winch	1	
7.	Two(2) Platform steps - located on the side of the platform nearest the elbow in the stowed position	1	
8.	Platform Cover - soft vinyl, 24 x 30 inches (610 x 762 mm)	1	
9.	Platform Liner, 24 x 30 x 42 inches (610 x 762 x 1067 mm), 50 kV Rating	1	
10.	Hydraulic Tool Circuit at Platform: One set of quick disconnect couplings at the boom tip for open center tools.	1	
11.	Engine Start/Stop & Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. This feature allows the operator to completely stow the booms, platform, and outriggers. Secondary Stowage & Start/Stop is activated with an air plunger at the platform or momentary switch at the lower control station and outriggers.	1	
12.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
13.	Outriggers, Primary, Modified A-Frame With Integrated Subbase, 30"-34" Chassis Height, Electric Interlock, No Valves On Legs, 114" Spread, Fixed Shoe (AT37/41 M/ME/P/PE/S/SE)	1	
14.	Diagnostic Pressure Test Kit - includes gauges, hoses, and quick disconnect couplings to enable a technician to easily connect to supplied test ports on the unit to check pressures.	1	
15.	Lifting Eye - lifting eye on underside of lower boom. Rated at 1,000lbs (454kg) lifting capacity.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
16.	Custom unit color (specify color code). Unit painted Red	1	
17.	Custom Above Rotation Color Unit painted Red	1	
18.	Custom Pedestal/Tower Color Altec White	1	
19.	Custom Inner Outrigger Leg Color Altec White	1	
20.	Custom Outrigger Housing Color Altec White	1	

**Unit & Hydraulic Acc.**

21.	Scuff Pad, 24" x 30", No Step (For use with Platform Liner)	1	
22.	Electric Outrigger Controls for one (1) set of outriggers, drive hydraulic outrigger control valves. Durable weather proof sealed electronic switches mounted in aluminum boxes located at the rear of the unit unless otherwise specified.	1	
23.	Steel Reservoir, 15 gallon capacity, triangular, 17" L x 17" W x 24" H, and includes breather caps and dipsticks -Installed in front SS corner of cargo floor	1	
24.	Temperature Sight Gauge	1	
25.	HVI-22 Hydraulic Oil (Standard).	25	
26.	Standard Pump For PTO	1	
27.	Electric Shifted PTO	1	
28.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set. -Once parking (holding) brake is set, PTO and machine functions are enabled. -If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
29.	Standard PTO/Transmission Functionality for Small Ford and Dodge Chassis	1	

**Body**

30.	Altec Body	1	
31.	Aluminum Body	1	
32.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications:	1	

- A. Basic Body Fabricated From 3003 Grade Mill finish Aluminum.
- B. All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Aluminum Hinge Rods Extend Full Length Of Door.
- C. Welded Aluminum Frame Construction With Structural Channel Crossmembers.
- D. Integrated Door Header Drip Rail At Top For Maximum Weather Protection.
- E. Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened.
- F. Aluminum Treated For Improved Primer Bond And Corrosion Resistance.
- G. Automotive Type Non-Porous Door Seals Fastened To The Door Facing.

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
33.	Treadplate Aluminum Floor	1	
34.	Low-Side General Service With Step (LGSS)	1	
35.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1	
36.	Undercoat Body	1	
37.	132" Estimated Body Length (Engineering To Determine Final Length)	1	
38.	94" Body Width	1	
39.	40" Body Compartment Height	1	
40.	20" Body Compartment Depth	1	
41.	5 Inch Drop-In Metal Cargo Retaining Panel At Rear Of Body	1	
42.	5 Inch Drop-In Metal Cargo Retaining Panel At Top Of Side Access Step	1	
43.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
44.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
45.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
46.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	7	
47.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1	
48.	Chains On All Horizontal Doors	1	
49.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
50.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
51.	Two Hotstick Brackets On Streetside	1	
52.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
53.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
54.	1st Vertical (SS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
55.	2nd Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
56.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers On Bottom of Compartment	1	
57.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
58.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
59.	Rear Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
60.	1st Vertical (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
61.	1st Vertical (CS) - Outrigger Housing, With Outrigger Pin Access As Needed	1	
62.	2nd Vertical (CS) - Treadplate Access Steps With Two (2) Sloped Grab Handles	1	
63.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 4" Centers	2	
64.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
65.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
66.	Rear Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
67.	34" L Aluminum Tailshelf, Width To Match Body	1	
68.	3" Fixed Aluminum Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out (Preferred If Tailshelf Retainment Required And No Rear Access)	1	
69.	Treadplate Aluminum Tailshelf Floor	1	
70.	Custom Ladder Storage (Please Specify The Following: Style, Material, Easy Retrieval Method, Retaining Method, Approximate Dimensions) -132"L x 9"H x 20"W enclosed aluminum ladder box (19" Clear opening Min) -Painted white with roller and nylon strap at rear -Installed on SS compartment top using B-line	1	
71.	Aluminum Top Opening Storage Box -36"L x 18"W x 24"H Chainsaw box -Single lid with gas shocks, single handle and hasp latch -Box to be vented and plywood lined -Ship Loose	1	
72.	Aluminum Open Top Storage Bin -34"L x 20"W x 12"H punched aluminum box -Installed on top of CS 1st vertical using B-line	1	
73.	Aluminum End Opening/Hotstick Box -74"L x 20"W x 8"H Aluminum end opening box -Drop down door at rear with keyed paddle latch (to match body keys) -Top of box to have 4" punched aluminum lip on all four sides with corner washouts -Box installed on top of CS Horizontal/rear vertical using B-line	1	
74.	Aluminum Designator	1	
<b><u>Body and Chassis Accessories</u></b>			
75.	ICC (Underride Protection) Bumper Installed At Rear	1	
76.	Combination 2 Ball (10,000 LB MGTW) And Pintle Hitch (16,000 LB MGTW)	1	
77.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
78.	Install Counterweight As Needed	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
79.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1	
80.	Platform Rest, Rigid with Rubber Tube	1	
81.	Boom Rest for a Telescopic Unit	1	
82.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	2	
83.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
84.	Pendulum Retainers For Outrigger Pad Holders	2	
85.	Mud Flaps With Altec Logo (Pair)	1	
86.	Slope Indicator Assembly For Machine With Outriggers	1	
87.	Fold Over, Post Style Cone Holder For Installation On A Front Bumper (Holds up to four 15"x15" large cones)	1	
88.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
89.	Driveaway Safety Kit	1	
90.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<b><u>Electrical Accessories</u></b>			
91.	Compartment Lights Wired To Dash Mounted Master Switch	1	
92.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
93.	Custom Strobe Light -Four surface mounted Amber LED strobes installed in chassis grille -Six Surface mounted Amber LED strobes installed On Body drip rail, three (3) each side. -Two round grommet mount Amber LED strobes installed in light channel  -Two Soundoff EPL7100 Split Amber/White Mini Light bars -Installed at front of body, one each side.	1	
94.	Strobe Lights Wired Ignition Hot	1	
95.	Directional Light Bar, Amber, LED, 42" Long -Recessed in light channel -Controller installed in cab	1	
96.	Flood Light, LED, With Aluminum Housing, 4.25" W x 4.25" H, No Switch on the Light -Installed on pedestal to illuminate cargo area	1	
97.	Remote Spot Light, LED, Permanent Mount with Programmable Wireless Remote -Installed CS front of body, inboard of mini light bar	1	
98.	Dual Tone Back-Up With Outrigger Motion Alarm	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
99.	Altec Standard Multi-Point Grounding System	3	
100.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
101.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
102.	Ford Upfitter Switches (Supplied With Chassis)	1	
103.	12 Volt Receptacles (Cigarette Lighter Style), Non-Weatherproof, Triple Bank (3 Gang) -Installed in cab, under dash, within reach of driver.	1	
104.	12 Volt Receptacle(s) Wired Ignition Hot	1	
105.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1	
106.	Install secondary stowage system.	1	
107.	Install Remote Start/Stop system in Final Assembly.	1	
108.	Install Outrigger Interlock System	1	
109.	Standard Duty Secondary Stowage Pump	1	
110.	PTO Indicator Light Installed In Cab	1	
<b><u>Finishing Details</u></b>			
111.	Custom Unit Color Unit painted Red	1	
112.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc.Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
113.	Custom Above Rotation Color Altec white	1	
114.	Custom Pedestal Color Altec white	1	
115.	Custom Inner Outrigger Leg Color Altec white	1	
116.	Custom Outrigger Housing Color Altec White	1	
117.	Apply Non-Skid Coating to all walking surfaces	1	
118.	English Safety And Instructional Decals	1	
119.	Vehicle Height Placard - Installed In Cab	1	
120.	Placard, HVI-22 Hydraulic Oil	1	
121.	Dielectric test unit according to ANSI requirements.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
122.	Stability test unit according to ANSI requirements.	1	
123.	DOT Certification Required -City of Fairhope PO Box 429 Fairhope, AL 36532	1	
124.	Focus Factory Build	1	
125.	Delivery Of Completed Unit	1	
126.	Inbound Freight	1	
127.	Installation - AT41P	1	
<u>Chassis</u>			
128.	Chassis	1	
129.	Altec Supplied Chassis	1	
130.	2019 Model Year	1	
131.	Ford F550	1	
132.	4x2	1	
133.	84 Clear CA (Round To Next Whole Number)	1	
134.	Extended Cab (Larger Cab With Half-Length Rear Doors Or No Rear Doors)	1	
135.	Chassis Cab	1	
136.	Chassis Color - White	1	
137.	Ford 6.7L Power Stroke Diesel	1	
138.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1	
139.	GVWR 19,500 LBS	1	
140.	7,500 LBS Front GAWR	1	
141.	14,706 LBS Rear GAWR	1	
142.	Hydraulic Brakes	1	
143.	Park Brake In Rear Wheels	1	
144.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1	
145.	98R - Operator Commanded Regeneration (OCR)	1	
146.	No Idle Engine Shut-Down Required	1	
147.	50-State Emissions	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
148.	Clean Idle Certification	1	
149.	Ford 40 Gallon Fuel Tank (Rear)	1	
150.	Ford 7.2 Gallon DEF Tank (Mid Mount)	1	
151.	AM/FM Radio	1	
152.	Ford SYNC	1	
153.	Air Conditioning	1	
154.	Cruise Control	1	
155.	Keyless Entry	1	
156.	Power Door Locks	1	
157.	Power Windows	1	
158.	Block Heater	1	
159.	Power Mirrors with Heated Glass	1	
160.	Running Boards (Supplied By Chassis OEM)	1	
161.	Trailer Brake Controller (Factory Installed)	1	
162.	Vinyl Split Bench Seat	1	

**Additional Pricing**

163.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
------	---	---	--

Unit / Body / Chassis Total	146,074.00
FET Total	0.00
<b>Total</b>	<b>146,074.00</b>

<b>Steel Body ILO Aluminum, deduct \$6,368 for price of 139,706.00</b>
--

Altec Industries, Inc.

BY \_\_\_\_\_

Mark Floyd Jarrell

**Notes:**

1 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort

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to focus on safety, we would encourage you to consider the following items:

- Outrigger pads (When Applicable)
- Fall Protection System
- Fire extinguisher/DOT kit
- Platform Liner (When Applicable)
- Altec Sentry Training
- Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

2

Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

3

Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

4

Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

5

F.O.B. - #FOB\_TERMS#

6

Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

7

Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with

regulations in effect at time of invoicing.

8 Interest charge of 1/2% per month to be added for late payment.

9 Any payments made by credit card will incur a 3% convenience fee.

10 Delivery: 300-330 days after receipt of order PROVIDING:

A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.

B. Chassis is received a minimum of sixty (60) days before scheduled delivery.

C. Customer approval drawings are returned by requested date.

D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.

E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

11 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

12 This quotation is valid until AUG 28, 2018. After this date, please contact Altec Industries, Inc. for a possible extension.

13 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

14 Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.

15 Please direct all questions to Brant W. Youngblood at (919) 528-2535

**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 one 2019 Freightliner M2 108 Chassis with Flat Bed Dump Body for the Street Department; and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) [Contract No. 4803]; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The cost will be \$89,972.00.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

Issuing Date: 12/12/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Purchase (1) one 2019 Freightliner M2 108 Chassis with Flat Bed Dump Body

**Project Location:** Public Works Streets Department

Presented to City Council: 12/20/2018 Resolution # : \_\_\_\_\_  
 Approved \_\_\_\_\_

Funding Request Sponsor: Arthur Bosarge, Asst Public Works Director Changed \_\_\_\_\_  
 Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
 Cost: \$89,972.00

Vendor: Empire Truck Sales, LLC  
 (NJPA Purchasing Cooperative, contract #4803)

Project Engineer: n/a

Order Date: n/a Lead Time: Two weeks

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	<b>Street-35 XXX</b>	Sanitation-40

Project will be:

Expensed _____	Funding Source: _____
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 001350-50470 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 G/L Acct Name: Capital Purchases State \_\_\_\_\_

Project Budgeted: \$90,000.00 City \_\_\_\_\_

Over (Under) budget amount: (\$28.00) Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:  Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

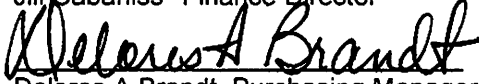
<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: _____	Purchasing Memo Date: <u>12/11/2018</u>	Delivered To Date: <u>12/12/2018</u>
Request Approved Date: _____	Request Approved Date: <u>12/12/2018</u>	Approved Date: <u>12/13/18</u>
Signatures: _____	 Jim Cabaniss, MBA	 Mayor Karin Wilson





## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss Finance Director  
From:   
Delores A Brandt, Purchasing Manager

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

Date: December 11, 2018

Re: Placing on City Council agenda approval to purchase one (1) budgeted 2019 Freightliner M2 108 Chassis with Flat Bed Dump Body for the Public Works Department

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Public Works Street Department has requested to purchase one (1) 2019 Freightliner M2108 from **Empire Truck Sales, LLC** in the amount of **EIGHTY-NINE THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$89,972.00)** (see attached quotation). This procurement will be purchased through the **NJPA Purchasing Cooperative, contract number 4803**, and will therefore not need to be let out for bid.

This truck has been budgeted for 2019 at NINETY THOUSAND DOLLARS (\$90,000.00).

**Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval request for one (1) Freightliner M2 truck from NJPA Purchasing Cooperative in the amount of \$89,972.00.**

Cc: file; A. Bosarge; T. Bung, C. Steadham

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



6/4/2018  
City of Fairhope  
555 South Section Street  
Fairhope AL 36533

Dear: Tim

We, *Empire Truck Sales, LLC*, appreciate the opportunity to quote you on your new truck equipment needs. We are pleased to present you with the following quote and specifications

**2019 Freightliner M2 THIS INCLUDES FLAT BED DUMP BODY**

**NJPA PRICE \$ 89,972.00 NJPA 4803**

*State delivery times* order

**These prices include F.E.T. if applicable, but do not include any state or local taxes or fees.**

Once again, we sincerely appreciate your interest in Freightliner trucks and Empire Truck Sales, LLC. And we look forward to assisting you with all aspects of your New truck equipment needs. If you have any questions or concerns, please do not hesitate to contact me.

*Sincerely,*  
*Empire Truck Sales, LLC.*

*Danny McHenry*  
*Sales Representative*

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

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

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

Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Price Level</b>				
PRL-18M	M2 PRL-18M (EFF:04/17/18)			STD
<b>Data Version</b>				
DRL-032	SPECPRO21 DATA RELEASE VER 032			N/C
<b>Vehicle Configuration</b>				
001-172	M2 106 CONVENTIONAL CHASSIS	5,759	3,503	\$102,495.00
004-220	2020 MODEL YEAR SPECIFIED			N/C
002-004	SET BACK AXLE - TRUCK			STD
019-002	STRAIGHT TRUCK PROVISION			STD
003-001	LH PRIMARY STEERING LOCATION			STD
<b>General Service</b>				
AA1-002	TRUCK CONFIGURATION			STD
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)			STD
A85-002	PICKUP AND DELIVERY/SHORT HAUL SERVICE			STD
A84-1GM	GOVERNMENT BUSINESS SEGMENT			N/C
AA4-001	GENERAL FREIGHT COMMODITY			STD
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS			STD
AB1-008	MAXIMUM 8% EXPECTED GRADE			STD
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE			STD
995-091	MEDIUM TRUCK WARRANTY			STD
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs			
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 19000.0 lbs			
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 29000.0 lbs			



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 2495 WEST I-65 SERVICE ROAD  
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Data Code	Description	Weight Front	Weight Rear	Retail Price
<b>Truck Service</b>				
AA3-005	FLATBED/PLATFORM/STAKE BODY			N/C
AF3-1V8	GULF CITY BODY			N/C
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in			
<b>Engine</b>				
101-21V	CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM			\$4,403.00
<b>Electronic Parameters</b>				
79A-075	75 MPH ROAD SPEED LIMIT			N/C
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT			N/C
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED			N/C
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM			N/C
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM			N/C
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH			N/C
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND			N/C
80G-002	PTO MINIMUM RPM - 700			N/C
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH			N/C
<b>Engine Equipment</b>				
99C-017	2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/FINAL GHG17 CONFIGURATION			STD
99D-010	NO 2008 CARB EMISSION CERTIFICATION			N/C
13E-001	STANDARD OIL PAN			STD
105-001	ENGINE MOUNTED OIL CHECK AND FILL			STD
133-004	ONE PIECE VALVE COVER			STD
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER			STD
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE			STD
292-205	(2) DTNA GENUINE, FLOODED STARTING, MIN 1900CCA, 350RC, THREADED STUD BATTERIES			STD
290-017	BATTERY BOX FRAME MOUNTED			STD
281-001	STANDARD BATTERY JUMPERS			STD
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			STD
289-001	NON-POLISHED BATTERY BOX COVER			STD
87P-001	CAB AUXILIARY POWER CABLE	5		N/C
293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	8		\$230.00
295-003	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART CHASSIS MOUNTED LH BACK OF CAB	4		\$128.00
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			STD
108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			STD
131-013	AIR COMPRESSOR DISCHARGE LINE			STD
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			STD
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH	20		\$14.00
016-1C3	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE			STD
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH			STD
239-001	STANDARD EXHAUST SYSTEM LENGTH			STD
237-052	RH STANDARD HORIZONTAL TAILPIPE			STD
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			STD
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			STD
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			STD
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			STD
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			STD
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH			STD
276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			STD
110-003	CUMMINS SPIN ON FUEL FILTER			STD
118-001	FULL FLOW OIL FILTER			STD
266-100	700 SQUARE INCH ALUMINUM RADIATOR			STD
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT			STD
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES			STD
270-016	RADIATOR DRAIN VALVE			STD
168-002	LOWER RADIATOR GUARD			STD
134-001	ALUMINUM FLYWHEEL HOUSING			STD
132-004	ELECTRIC GRID AIR INTAKE WARMER			STD
155-057	DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH			STD
<b>Transmission</b>				
342-1MN	ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION			\$377.00
<b>Transmission Equipment</b>				
343-301	ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS			STD
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES			N/C
84C-003	PRIMARY MODE GEARS, 5 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY			STD
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
84L-000	LOAD BASED SHIFT SCHEDULE AND VEHICLE ACCELERATION CONTROL RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED VOCATIONAL USAGE			STD
84N-000	NEUTRAL AT STOP - DISABLED, FUELSENSE - DISABLED			STD
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES			STD
353-027	VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT END OF FRAME			\$712.00
34C-001	ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED			\$23.00
362-1BU	CUSTOMER INSTALLED CHELSEA 230/231/236 SERIES PTO			N/C
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION			N/C
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN			STD
345-072	DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITHOUT PARK BRAKE POSITION			STD
97G-006	TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY			STD
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK			STD
346-001	TRANSMISSION OIL CHECK AND FILL			STD
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)			STD

#### Front Axle and Equipment

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





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Data Code	Description	Weight Front	Weight Rear	Retail Price
534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR			STD
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE			\$14.00
<b>Front Suspension</b>				
620-062	10,000# TAPERLEAF FRONT SUSPENSION			\$21.00
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION			STD
410-001	FRONT SHOCK ABSORBERS			STD
<b>Rear Axle and Equipment</b>				
420-1F9	DETROIT DA-RS-19.0-2 19,000# R-SERIES SINGLE REAR AXLE		-170	(\$331.00)
421-430	4.30 REAR AXLE RATIO			N/C
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			STD
386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES			(\$401.00)
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			STD
433-002	NON-ASBESTOS REAR BRAKE LINING			STD
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)			N/C
451-023	CONMET CAST IRON REAR BRAKE DRUMS			STD
440-006	REAR OIL SEALS			STD
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS			STD
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS			STD
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE			\$124.00
<b>Rear Suspension</b>				
622-002	20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		40	(\$1,323.00)
621-001	SPRING SUSPENSION - NO AXLE SPACERS			N/C
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			STD
623-005	FORE/AFT CONTROL RODS			N/C
<b>Brake System</b>				
018-002	AIR BRAKE PACKAGE			STD
490-100	WABCO 4S/4M ABS			STD
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			STD





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Data Code	Description	Weight Front	Weight Rear	Retail Price
904-001	FIBER BRAID PARKING BRAKE HOSE			STD
412-001	STANDARD BRAKE SYSTEM VALVES			STD
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			STD
413-002	STD U.S. FRONT BRAKE VALVE			STD
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			STD
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER			N/C
479-015	AIR DRYER FRAME MOUNTED			STD
460-001	STEEL AIR BRAKE RESERVOIRS			STD
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD			\$63.00
477-003	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER - WET TANK			\$24.00

#### Trailer Connections

335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			STD
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			STD

#### Wheelbase & Frame

545-432	4325MM (170 INCH) WHEELBASE			N/C
546-100	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	-70	110	\$135.00
552-030	1600MM (63 INCH) REAR FRAME OVERHANG			STD
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH			N/C
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 104.73 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 101.73 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 272.25			
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 104.45 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 70.01 in			N/C
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 175.06 in			N/C
553-001	SQUARE END OF FRAME			STD
550-001	FRONT CLOSING CROSSMEMBER			STD
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER			STD
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION			STD
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
572-001	STANDARD REARMOST CROSSMEMBER			STD
565-001	STANDARD SUSPENSION CROSSMEMBER			STD
<b>Chassis Equipment</b>				
556-1AN	THREE-PIECE 14 INCH STEEL CENTER BUMPER WITH FLEXIBLE PLASTIC ENDS			STD
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15		\$74.00
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE			STD
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS			STD
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS			STD
<b>Fuel Tanks</b>				
204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20		\$152.00
218-005	RECTANGULAR FUEL TANK(S)			STD
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS			STD
212-007	FUEL TANK(S) FORWARD			STD
664-001	PLAIN STEP FINISH			STD
205-001	FUEL TANK CAP(S)			STD
122-1J2	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5		STD
216-020	EQUIFLO INBOARD FUEL SYSTEM			STD
11F-998	NO NATURAL GAS VEHICLE FUEL TANK VENT LINE/STACK			STD
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE			STD
<b>Tires</b>				
093-2G7	BRIDGESTONE ECOPIA R268 295/75R22.5 14 PLY RADIAL FRONT TIRES	10		(\$204.00)
094-1RY	BRIDGESTONE M726ELA 295/75R22.5 14 PLY RADIAL REAR TIRES		48	(\$296.00)
<b>Hubs</b>				
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			STD
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			STD
<b>Wheels</b>				



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Data Code	Description	Weight Front	Weight Rear	Retail Price
502-1F2	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC FRONT WHEELS			STD
505-1F2	MAXION WHEELS 90541 22.5X8.25 10-HUB PILOT 6.20 INSET 2-HAND STEEL DISC REAR WHEELS			STD
496-011	FRONT WHEEL MOUNTING NUTS			STD
497-011	REAR WHEEL MOUNTING NUTS			STD
<b>Cab Exterior</b>				
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			STD
650-008	AIR CAB MOUNTING			\$121.00
678-001	LH AND RH GRAB HANDLES			STD
N 646-009	PAINTED PLASTIC GRILLE			STD
N 65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			STD
644-004	FIBERGLASS HOOD			STD
727-1AH	SINGLE 14 INCH ROUND POLISHED AIR HORN ROOF MOUNTED	4		\$104.00
726-002	DUAL ELECTRIC HORNS			\$10.00
728-001	SINGLE HORN SHIELD			N/C
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME			STD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME			STD
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			STD
302-001	(5) AMBER MARKER LIGHTS			STD
294-042	FREIGHTLINER LED FLANGE MOUNTED STOP/TAIL/TURN LIGHTS WITH SEPARATE INCANDESCENT BACKUP LIGHTS		5	\$107.00
300-015	STANDARD FRONT TURN SIGNAL LAMPS			STD
744-1BN	DUAL WEST COAST BRIGHT FINISH MIRRORS			\$83.00
797-001	DOOR MOUNTED MIRRORS			STD
796-001	102 INCH EQUIPMENT WIDTH			STD
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS			N/C
729-001	STANDARD SIDE/REAR REFLECTORS			STD
768-043	63X14 INCH TINTED REAR WINDOW			STD
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS			STD
654-011	RH AND LH ELECTRIC POWERED WINDOWS	4		\$218.00
663-013	TINTED WINDSHIELD			STD



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Data Code	Description	Weight Front	Weight Rear	Retail Price
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED			STD
<b>Cab Interior</b>				
707-1AK	OPAL GRAY VINYL INTERIOR			N/C
706-013	MOLDED PLASTIC DOOR PANEL			STD
708-013	MOLDED PLASTIC DOOR PANEL			STD
772-006	BLACK MATS WITH SINGLE INSULATION			STD
691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING			STD
694-010	IN DASH STORAGE BIN			STD
742-007	(2) CUP HOLDERS LH AND RH DASH			STD
680-006	GRAY/CHARCOAL FLAT DASH			STD
720-003	5 LB. FIRE EXTINGUISHER	10		\$63.00
700-002	HEATER, DEFROSTER AND AIR CONDITIONER			STD
701-001	STANDARD HVAC DUCTING			STD
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH			STD
170-015	STANDARD HEATER PLUMBING			STD
130-033	DENSO HEAVY DUTY AIR CONDITIONER COMPRESSOR			STD
702-002	BINARY CONTROL, R-134A			STD
739-033	STANDARD INSULATION			STD
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES			STD
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM			STD
324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS			STD
655-005	LH AND RH ELECTRIC DOOR LOCKS			\$99.00
284-023	(1) 12 VOLT POWER SUPPLY IN DASH			\$21.00
756-1J3	BASIC HIGH BACK AIR SUSPENSION DRIVER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30		\$212.00
760-235	2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20		\$178.00
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS			STD
758-036	VINYL WITH VINYL INSERT DRIVER SEAT			STD
761-036	VINYL WITH VINYL INSERT PASSENGER SEAT			STD
763-101	BLACK SEAT BELTS			STD
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10		\$478.00



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Data Code	Description	Weight Front	Weight Rear	Retail Price
540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL			STD
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS			STD
<b>Instruments &amp; Controls</b>				
732-004	GRAY DRIVER INSTRUMENT PANEL			STD
734-004	GRAY CENTER INSTRUMENT PANEL			STD
870-001	BLACK GAUGE BEZELS			STD
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM			STD
840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES			STD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS			STD
149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL			STD
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY			STD
811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED			STD
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH			STD
844-001	2 INCH ELECTRIC FUEL GAUGE			STD
148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE			STD
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE			STD
864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE			STD
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY			STD
372-035	(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	5		\$116.00
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE			STD
746-115	AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH AND USB AND AUXILIARY INPUTS, J1939	10		\$398.00
747-001	DASH MOUNTED RADIO			N/C
750-002	(2) RADIO SPEAKERS IN CAB			N/C
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF			N/C
748-001	POWER AND GROUND STUDS IN/UNDER DASH			\$15.00





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

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

Data Code	Description	Weight Front	Weight Rear	Retail Price
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER			STD
817-001	STANDARD VEHICLE SPEED SENSOR			STD
812-001	ELECTRONIC 3000 RPM TACHOMETER			STD
162-011	IDLE LIMITER, ELECTRONIC ENGINE			STD
329-010	TWO ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT			\$59.00
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY			STD
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY			STD
304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH			STD
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR			STD
299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE			STD
298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS			STD

**Design**

065-000	PAINT: ONE SOLID COLOR			STD
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**Color**

980-5F6	CAB COLOR A: L0006EB WHITE ELITE BC			STD
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT			STD
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			STD
964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			STD
963-003	STANDARD E COAT/UNDERCOATING			STD

**Certification / Compliance**

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			STD
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**Sales Programs**

NO SALES PROGRAMS HAVE BEEN SELECTED



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

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 NORTH  
 MOBILE, AL 36612  
 Phone: 251-330-0088

**TOTAL VEHICLE SUMMARY**

**Adjusted List Price**

Adjusted List Price \*\* \$108,716.00

**Weight Summary**

	Weight Front	Weight Rear	Total Weight
Factory Weight <sup>+</sup>	5859 lbs	3536 lbs	9395 lbs
Total Weight <sup>+</sup>	5859 lbs	3536 lbs	9395 lbs

**ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE**

**Other Factory Charges**

PMU-017	2016 OBD/2010 EPA/CARB/GHG17 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,100.00

**Extended Warranty**

WAG-009	TOWING: 6 MONTHS/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$550 CAP FEX APPLIES	\$100.00
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Currency Exchange Rate	1.0000
Total Extended Warranty (Local Currency)	\$100.00

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(\*\*) Prices shown do not include taxes, fees, etc... "Net Equipment Selling Price" is located on the Quotation Details Proposal Report.



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

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

## Q U O T A T I O N

### M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
CUM B6.7 260 HP @ 2400 RPM, 2600 GOV, 660 LB/FT @ 1600 RPM	10,000# TAPERLEAF FRONT SUSPENSION
ALLISON 2500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
DETROIT DA-RS-19.0-2 19,000# R-SERIES SINGLE REAR AXLE	4325MM (170 INCH) WHEELBASE
20,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD	11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI
	1600MM (63 INCH) REAR FRAME OVERHANG

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 89,623	\$ 89,623
EXTENDED WARRANTY		\$ 100	\$ 100
DEALER INSTALLED OPTIONS		\$ 0	\$ 0
CUSTOMER PRICE BEFORE TAX		\$ 89,723	\$ 89,723

### TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(151)	\$	(151)
TAXES AND FEES	\$	400	\$	400
OTHER CHARGES	\$	0	\$	0

### TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE	(LOCAL CURRENCY)	\$ 89,972	\$	89,972
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COMMENTS: Projected delivery on \_\_\_ / \_\_\_ / \_\_\_ provided the order is received before \_\_\_ / \_\_\_ / \_\_\_.

APPROVAL: Please indicate your acceptance of this quotation by signing below: Customer:

X \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_.

### Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at [Information@dtfoffers.com](mailto:Information@dtfoffers.com).

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at [www.daimler-truckfinancial.com](http://www.daimler-truckfinancial.com).







**Gulf City Body & Trailer Works, Inc.**

**Mobile, AL.**


**251-438-5521**

07/06/17

Danny McHenry  
Empire Trucks Mobile  
(251)330-0088

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

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

  
Approximate 2-week lead time

Regards

Keith Henderson  
(251)421-1139 cell

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/proposals for Work on the Pier Avenue Boat Ramp Bulkhead and Pier Repair (RFP No. 001-19) for the Street 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 for Work on the Pier Avenue Boat Ramp Bulkhead and Pier Repair for the Street Department from Asphalt Services, Inc. with a total cost of \$17,548.00.

Adopted on this 20th day of December, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 12/12/2018

Please return this Routing Sheet to Treasurer by: ASAP

DEC 12 10 34 AM '18

*[Handwritten initials]*

Project Name: Award RFP 001-19 Pier Ave Boat Ramp Bulkhead and Pier Repair

Project Location: Pier Avenue

Presented to City Council: 12/20/2018

Funding Request Sponsor: Richard Johnson, Public Works Director

Project Cash Requirement Requested:  
Cost: \$17,548.00

Vendor: Asphalt Services, Inc.

Project Engineer: n/a

Order Date: n/a      Lead Time: n/a

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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

Project will be:

Expensed XXX  
Capitalized \_\_\_\_\_  
Inventoried \_\_\_\_\_

Expense Code: 001350-51410  
G/L Acct Name: St Material & Landscaping

Project Budgeted: \$0.00  
Over (Under) budget amount: \$17,548.00

Comments: Propose City portion of \$2,193.50 come from Material & Landscaping budgeted line item      St

Funding Source: 87.5% reimbursable by FEMA ✓

Operating Expenses 12.5%  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Grant: \_\_\_\_\_  
Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_

Bond: \_\_\_\_\_  
Loan: \_\_\_\_\_  
Title \_\_\_\_\_ Year \_\_\_\_\_  
Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_  
Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	<u>Finance Director</u> Purchasing Memo Date: <u>12/11/2018</u> Request Approved Date: <u>12/12/2018</u> Signatures: <i>[Signature]</i> Jill Cabaniss, MBA	<u>Mayor</u> Delivered To Date: <u>12/12/2018</u> Approved Date: <u>12/13/18</u> Signatures: <i>[Signature]</i> Mayor Karin Wilson
---	--	--




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: Jill Cabaniss, Director of Finance  
From:   
Delores A Brandt, Purchasing Manager

Date: December 12, 2018

Re: Greensheet/ City Council approval of funding for and award of **RFP 001-19 Pier Ave Boat Ramp Bulkhead and Pier Repair**

A Request for Proposal for **RFP 001-19 Pier Ave Boat Ramp Bulkhead and Pier Repair**, for the Public Works Department, was issued on November 29, 2018, by Richard Johnson, PW Director, to multiple vendors. Responses were received until 2:00 p.m. on December 7, 2018. The funding for this project is covered under FEMA PA and is 87.5% reimbursable.

One Response was received. The Public Works Department recommends the award be made to the sole respondent, **ASPHALT SERVICES, INC.**, of Spanish Fort, AL in the quoted amount of **SEVENTEEN THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS (\$17,548.00)**, see attached quotation.

**Please prepare a greensheet and place on the next available City Council Agenda this request to award RFP 001-19 to Asphalt Service, Inc. in the amount of \$17,548.00.**

Cc: file, R. Johnson

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



PUBLIC WORKS DEPARTMENT  
 REQUEST FOR PRICE  
 QUOTATION FOR CAPITAL  
 IMPROVEMENT PROJECTS

Project: 2018-PWI 027 Pier Ave Boat Ramp Bulkhead and Pier Repair

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE
1	Bulkhead Piles - 12" x 20 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	Each	6	<del>\$432.00</del>	<del>\$2592.00</del>
2	Dead Man Piles - 12" x 20 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	Each	6	<del>\$438.00</del>	<del>\$2628.00</del>
3	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, 2x8 Trim Cap - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	LF	32	<del>\$308.00</del>	<del>\$9856.00</del>
4	Pier Decking - 2"X6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/ Replacement, Rub Rails and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)	LS	1	<del>\$2472.00</del>	<del>\$2472.00</del>
Quote Total:					<del>\$17548.00</del>

Notes:

1. Entails all material, equipment, labor and incidentals to construct and/or repair bulkhead and pier at the City-owned Pier Avenue Boat Ramp on South Mobile Street - Fairhope, AL.
2. Work consists of, but is not limited to: mechanical placement of wooden piles (bulkhead and dead man), construction of battered wooden bulkhead and repair of existing wooden bulkhead.
3. Contractor will be required to be Licensed, Bonded, and Insured - including workman's compensation for General and any Subcontractors. Documents will be required at time of quote acceptance and prior to letting.
4. Work must be completed 21 calendar days from the "Notice to Proceed" date.
5. Enclosed plans and quantities are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
6. Mobilization, demobilization, "mucking out", site work and any and all in situ site conditions encountered by the quoting contractor shall be consider a subsidiary obligation of the unit price quoted above.
7. Quotes will be treated and considered as "lump sum" bids for all described work.
8. Only one pay request will be accepted and processed upon final acceptance of work.
9. Questions, inquiries and requests for clarification should be directed to Richard D. Johnson, PE; Director of Public Works: Phone - (251) 929-0360; Email richard.johnson@fairhopeal.gov
10. Quotes must be received by 2:00 PM - Friday, December 07, 2018, at the Department of Public Works; 555 South Section Street; Fairhope, Alabama 36532

Company: ASPHALT SERVICES, INC.  
11045 OLD HIGHWAY 31  
SPANISH FORT, AL 36527

Phone: 251.621.4325  
 Signed: [Signature]  
 Title: PROJECT MANAGER

[Signature] 12/7/18  
**KATIE F WILLCUTT**  
 Notary Public, Alabama State At Large  
 My Commission Expires  
 July 14, 2021

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Jackson Thornton CPAs and Consultants for Professional Consulting Services to prepare a Comprehensive Utility Cost of Service Study for the Electric, Gas, Water, and Wastewater Utilities; approves and accepts the not to exceed amount of \$71,900.00; and hereby authorizes Mayor Karin Wilson to execute a contract with Jackson Thornton CPAs and Consultants for same.

DULY ADOPTED THIS 20TH DAY OF DECEMBER, 2018

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# City of Fairhope Project Funding Request

DEC 12 11:18 PM 3:22

*JAW*  
ASAP

Issuing Date: 12/12/2018

Please return this Routing Sheet to Treasurer by: \_\_\_\_\_

**Project Name:** Authorize Mayor Wilson to sign contract for Utility Cost of Service Study

**Project Location:** Utilities

**Presented to City Council:** 12/20/2018

**Funding Request Sponsor:** Richard Peterson, Director of Operations

**Project Cash Requirement Requested:**  
**Cost:** \$71,900.00 (not to exceed)

**Vendor:** Jackson Thornton CPAs and Consultants

**Project Engineer:** n/a

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

**Resolution #:**  
 Approved \_\_\_\_\_  
 Changed \_\_\_\_\_  
 Rejected \_\_\_\_\_

**Department Funding This Project**

General	Gas XXX	Electric XXX	Water XXX	Sewer XXX	Gas Tax	Cap Proj	Impact
<b>Department of General Fund Providing the Funding</b>							
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

**Project will be:**

Expensed _____	XXX	Operating Expenses _____	XXX
Capitalized _____		Budgeted Capital _____	
Inventoried _____		Unfunded _____	

**Expense Code:** 002,003,004010,004020-50290      **Grant:** \_\_\_\_\_

**G/L Acct Name:** Professional Services      \_\_\_\_\_

**Project Budgeted:** \$68,900.00      \_\_\_\_\_

**Over (Under) budget amount:** \$3,000.00      \_\_\_\_\_

**Comments:** The overage amount above represents travel associated with this study which was not given to staff at time of budget. Amount per utility: Gas \$720; Elec \$960; Water \$660; Sewer \$660

**Funding Source:**  
 Federal - not to exceed amount \_\_\_\_\_  
 State \_\_\_\_\_  
 City \_\_\_\_\_

**Bond:** \_\_\_\_\_      **Title:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Loan:** \_\_\_\_\_      **Title:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Capital Lease:** \_\_\_\_\_      **Payment:** \_\_\_\_\_ **Term:** \_\_\_\_\_

**City Council Prior Approval/Date?** No

<b>City Treasurer</b> _____	<b>Finance Director</b> _____	<b>Mayor</b> _____
<b>Purchasing Memo Date:</b> _____	<b>Purchasing Memo Date:</b> <u>12/11/2018</u>	<b>Delivered To Date:</b> <u>12/12/2018</u>
<b>Request Approved Date:</b> _____	<b>Request Approved Date:</b> <u>12/12/2018</u>	<b>Approved Date:</b> <u>12/13/18</u>
<b>Signatures:</b> _____	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From:   
Delores A Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: December 11, 2018

Re: Greensheet /Council approval to authorize Mayor to sign a contract for a Not-to-Exceed amount for Utility Cost of Service Study budgeted for 2019

*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 City desires to document revenue requirements, operation and maintenance expenses, proposed capital spending and Payment in Lieu of Taxes, (PILOT fees), for the Electric, Gas, Water and Wastewater Utilities. This study will help the City structure the accounting system to maintain essential data for use in rate adjustments. The City further desires to utilize an experienced and professional consulting firm for a comprehensive Utility Cost of Service Study for each utility department.

The Director of Operations and the Mayor have chosen **Jackson Thornton Certified Public Accountants and Consultants**. To continue the practice of fair cost (expense) allocations within the city, the project will divide this study into four (4) projects; one for each of the Utility departments as follows:

Project 1: ELECTRIC	\$23,360.00
Project 2: GAS	\$17,220.00
Project 3: WATER	\$15,660.00
Project 4: WASTEWATER	\$15,660.00

**Note:** The projected cost of this work was included in the approved 2019 – 2020 budget, less anticipated travel expenses for this work.

**Please place on the next available City Council Agenda this request for City Council to authorize the Mayor to proceed with the signing of a contract with a Not-To-Exceed amount \$71,900.00 for 2019 budgeted procurement of consultant services.**

Cc: file, R. Peterson

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)





MEMO

To: Jill Cabaniss Finance Director  
From: Delores A Brandt  
Delores Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: December 11, 2017

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

Re: Project No. UTIL001-19 Utility Cost of Service Study (for Gas, Electric, Water and Sewer Utilities)

Lisa A. Hanks, MMC  
City Clerk

The City needs to hire a professional firm for Project UTIL001-19 Utility Cost of Service Study. Per our Procedure for Procuring Professional Services for Projects Under \$100K, at the Mayor's request, Richard Peterson and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

Michael V. Hinson, CPA  
City Treasurer

The purpose for hiring the company is to perform engineering services required to conduct an infrastructure capacity study for the gas, water and sewer utilities.

The short list is:

[Mayor, please initial and date your selection]

KW      12/13/17

Jackson Thornton  
CPAs and Consultants  
200 Commerce Street  
Montgomery, AL 36104  
334 834-7660

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_ None.

Submit another list

251-928-2136

Cc: file, R Peterson

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

## PROJECT SCOPE

### 2.1 Project Scope:

**Work with the staff of the City of Fairhope and Fairhope Utilities to develop an analysis to determine the appropriate rates and costs of each utility service supplied and distributed to the customers of the City. In order to provide this analysis, meet the objectives of this project and provide the results desired from this project, this project be completed for each utility as a multi-phased process.**

#### Phase I

**Revenue Requirements Analysis “RRA” – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and bond indenture requirements in order to determine the projected revenue requirements of each utility service. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each class of service provided and for the system.**

#### Phase II

**PART 1 - Prepare Embedded Cost of Service Studies “COSS” – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes and within rate classes. The results of this COSS will provide the support for any changes in the City’s rates, if any are needed.**

**PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class in each utility system. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class in each utility system.**

**This project includes two meetings with management or the Council, one of which will be a presentation to the Mayor and City Council of the findings and recommendations for consideration.**

**CONTRACT DOCUMENTS  
AND  
SCOPE OF WORK**

**FOR**

**PROFESSIONAL SERVICES**

**FOR**

**UTILITIES COST OF SERVICE STUDY**

**FOR**

**City of Fairhope  
Karin Wilson, Mayor  
Jack Burrell Council President**

**CONTRACT FOR PROFESSIONAL CONSULTANTING SERVICES**

This **CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and **JACKSON THORNTON, CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS**, (hereinafter called the "**CONSULTANT**") for

**UTILITY COST OF SERVICE STUDY**

**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:** Perform a cost of service study for each utility the City of Fairhope provides. This will include Electric, Gas, Water and Wastewater. The Cost of service study(ies) will help identify effective and fair rate design based on our desired customer class(es) for each utility. It will also consider short-term capital spending needs and possible effects on the rate revenue requirement.

**PART ONE**  
**GENERAL CONDITIONS**

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

- PROJECT NUMBER:** TO BE DETERMINED
- PROJECT NAME:** COST OF SERVICE RATE STUDY
- PROJECT INFORMATION** Work with the staff of the City of Fairhope Accounting Department and Fairhope Utilities to determine the existing breakdown of expenses and revenues to be used in the cost of service study for assessing the existing rate structure and making recommendations for rate adjustments, fees for services and any customer class type changes that may be appropriate.

- 1.1 The **CONSULTANT** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this Contract, the **CONSULTANT** 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, 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 **CONSULTANT** will meet all current licensing and certifications necessary to perform the Scope of Work.

**PART TWO**  
**PROJECT SCOPE**

**2.1 Project Scope:**

Work with the staff of the City of Fairhope and Fairhope Utilities to develop an analysis to determine the appropriate rates and costs of each utility service supplied and distributed to the customers of the City. In order to provide this analysis, meet the objectives of this project and provide the results desired from this project, this project be completed for each utility as a multi-phased process.

**Phase I**

Revenue Requirements Analysis "RRA" – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and bond indenture requirements in order to determine the projected revenue requirements of each utility service. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each class of service provided and for the system.

**Phase II**

**PART 1 - Prepare Embedded Cost of Service Studies "COSS" – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes and within rate classes. The results of this COSS will provide the support for any changes in the City's rates, if any are needed.**

**PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class in each utility system. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class in each utility system.**

**This project includes two meetings with management or the council, one of which will be a presentation to the Mayor and City Council of the findings and recommendations for consideration.**

- 2.2 The CONSULTANT will provide the professional services required to complete any such project related to the scope of work and other tasks as may be required as the CONSULTANT of Record for such project.**
- 2.3 DELETE**
- 2.4 The CONSULTANT will work closely with the Project Manager, Richard Peterson, Director of Operations, as well as other CITY officials.**
- 2.5 DELETE**

**PART THREE**  
**PAYMENT**

- 3.0 The **CITY** agrees to pay the **CONSULTANT** total compensation "Not to Exceed" for such professional services **\$ 71,900.00** in accordance with the rates as indicated below as an amount for each Utility, less reimbursable expenses included in the "Not to Exceed" contract amount:
1. **ELECTRIC.....\$ 22,400.00**
  2. **GAS.....\$ 16,500.00**
  3. **WATER.....\$ 15,000.00**
  4. **WASTEWATER.....\$ 15,000.00**
- which will be billed according to specific goals established in the schedule as percent of the project, or upon a percent of completion of the project, based on the fee schedule..
- 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 included in the "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 **CONSULTANT** 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 **CONSULTANT'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **CONSULTANT** to perform any and/or all of the **CONSULTANT'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 **CONSULTANT** written Notice of such termination, after which the **CITY** may employ professional services of its choice to complete the **PROJECT** and the **CONSULTANT** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional services. Failure by the **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT** shall be responsible for all damage to life and property due to activities of the **CONSULTANT** and the sub-consultant, agents or employees of **CONSULTANT** in connection with their service under this **CONTRACT**. The **CONSULTANT** specifically agrees that the subcontractors, agents, or employees of **CONSULTANT** 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 **CONSULTANT** to the fullest extent permitted by law, the **CONSULTANT** 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 **CONSULTANT** or anyone directly or indirectly employed by **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** for all acts performed pursuant to this agreement. The limits

and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**.

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 **CONSULTANT** 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 **CONSULTANT** 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 **CONSULTANT'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 **CONSULTANT** 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 **CONSULTANT** to perform the required work with the degree of care and skill ordinarily used by members of the profession in this locality. It is not the intent nor is it the responsibility of the **CITY** to exercise independent judgment or to verify the calculations, assumptions, and judgment employed by the **CONSULTANT**.

**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 **CONSULTANT** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **CONSULTANT** 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 **CONSULTANT** (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 canceled 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, lease 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 filing 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.**

**Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:**

***By signing this Contract, \_\_\_\_\_ represents and agrees that it  
COMPANY NAME  
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 in triplicate on the day and year first above written.

**CITY OF FAIRHOPE**

BY: \_\_\_\_\_  
**Karen 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 **Karen 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 \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**PROFESSIONAL CONSULTANT 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 CONSULTANT**

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 \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**CONSULTANT INFORMATION**

**Professional CONSULTANTING Services  
COST OF SERVICE STUDY FOR EACH UTILITY OWNED AND OPERATED BY THE CITY OF**

**FAIRHOPE**

(Please print this section and turn in with your response)

**Business Organization**

Name of CONSULTANT (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: \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE (the "Council") as follows:

1. A copy of the Second Amendment to the Amended and Restated Power Sales Contract (Athe Second Amendment@) between the Council and Alabama Municipal Electric Authority (Athe Authority@) considered by the members of the Council is hereby ordered inserted in the minutes of the meeting at which this Resolution is adopted at the end thereof.

2. The Council does hereby find and determine that it is in the best interest of the Council to enter into the Second Amendment with the Authority.

3. The Council does hereby adopt and approve the Second Amendment.

4. The Mayor or Vice-Chairman of the Council is hereby authorized and directed to sign the Second Amendment in the name and on behalf of the Council, and the Secretary or Assistant Secretary of the Council is hereby authorized and directed to affix thereto the official seal of the Council and to attest the same. The Mayor or Vice-Chairman of the Council is hereby authorized and directed to acknowledge execution of the Second Amendment in the form prescribed therein and to deliver the Second Amendment to the Authority.

5. The officers of the Council and each of them are hereby authorized and directed to take all action necessary or desirable to carry out the provisions of this Resolution and of the Second Amendment.

6. The provisions of this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Fairhope, Alabama, on this the 20th day of December, 2018.

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Karin Wilson, Mayor

[SEAL]

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Lisa A. Hanks, MMC  
City Clerk





## Memorandum Regarding Member Contract Extension

Date: November 5, 2018

To: AMEA Member Leaders

From: Fred D. Clark, Jr., President/CEO

A handwritten signature in blue ink, appearing to read "Fred Clark", is placed over the printed name of the sender.

On October 18, the AMEA Board of Directors unanimously approved a Resolution to extend Member contracts. This was the culmination of two years of development and strategic planning.

As you are aware, AMEA has had stability in rates since 2012 and we do not expect a rate increase through 2025. Our goal and expectation are that we will be reducing our rates to Members on January 1, 2026 in a significant amount.

This Member Contract Extension helps AMEA achieve this goal. It allows the Authority to sign Power Purchase Agreements for longer terms to build diversity in such projects as large scale solar, combined cycle gas resources, and securing long-term natural gas procurement. Specifically, the extension adds 10 years to the end of the current contract. The contract amendment extends the contract from 2035 to 2045 with a rolling one-year provision unless noticed otherwise.

AMEA staff and Board are excited about our opportunity to reduce rates through this process. I want to thank all of our Member leaders for your consideration. Should you have a question, please do not hesitate to contact me.

Attachments:

- Draft of Second Amendment to Amended and Restated Power Sales Contract
- Draft Extracts for the Minutes of your Meeting

**SECOND AMENDMENT  
TO  
AMENDED AND RESTATED POWER SALES CONTRACT**

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THIS SECOND AMENDMENT (hereinafter referred to as this "Amendment") to that certain Amended and Restated Power Sales Contract dated as of May 1, 1986, as amended by that certain First Amendment to Amended and Restated Power Sales Contract dated as of July 1, 1996 (said Amended and Restated Power Sales Contract as so amended by said First Amendment thereto being hereinafter referred to as the "Contract"), between ALABAMA MUNICIPAL ELECTRIC AUTHORITY, a public corporation organized and existing under the laws of the State of Alabama (the "Authority"), and the CITY OF FAIRHOPE, a municipal corporation of the State of Alabama and a member of the Authority (the "Member"), is entered into between the Authority and the Member for the purpose of amending certain provisions of the Contract as hereinbelow set forth. For purposes of this Amendment, the terms "Integrated Utility Systems," "Participating Members," and "Power Sales Contracts," as defined in Section 1 of the Contract and as used herein, shall have the same respective meanings as those assigned to them in said Section 1.

**RECITALS, FINDINGS  
AND DETERMINATIONS**

WHEREAS, the Authority was organized pursuant to the provisions of Act No. 81-681 enacted at the 1981 Regular Session of the Legislature of Alabama, now codified as Sections 11-50A-1 *et seq.*, *Code of Alabama 1975*, as amended (the "Act"), to provide a means for those Alabama municipalities, utilities boards, and electric boards that own and operate electric utility systems or Integrated Utility Systems to secure, through membership in the Authority, an adequate, dependable and economical supply of bulk electric power and energy; and

WHEREAS, the Member and the Authority's other Participating Members (a) own and operate electric utility systems or Integrated Utility Systems, through which they each distribute at retail electric power and energy, and (b) are authorized under the laws of the State of Alabama, including specifically the Act, to contract for the purchase from the Authority of such quantity of bulk electric power and energy as may be required by them to meet their respective present and future retail electric power and energy distribution requirements; and

WHEREAS, in order to secure for the Member and the Authority's other Participating Members an adequate, dependable and economical supply of bulk electric power and energy, the Authority and the Participating Members have previously determined that the

Authority would sell to the Participating Members, and the Participating Members would purchase from the Authority, electric capacity, energy, transmission and other services on the terms and conditions set forth in the Power Sales Contracts, of which the Contract is one; and

WHEREAS, the Authority currently purchases for resale to the Member and the other Participating Members a portion of the Member's and the other Participating Members' electric power and energy requirements through and pursuant to that certain Amended and Restated Power Supply Agreement with Alabama Power Company, dated June 7, 2012, as amended pursuant to Amendment No. 1 thereto dated as of October 15, 2013, pursuant to which Alabama Power Company makes available partial requirements electric service and certain complementary services to the Authority for resale and provision to the Member and the other Participating Members, the supply term of which is subject to termination on December 31, 2025, and on any December 31 thereafter at the option of either party thereto upon not less than three years' written notice; and

WHEREAS, the Authority also currently purchases for resale to the Member and the other Participating Members electric power and energy from persons other than Alabama Power Company, pursuant to agreements and arrangements that are intended to reduce the Participating Members' power supply expenses and stabilize their costs of providing retail electric service; and

WHEREAS, the Power Sales Contracts, including in the case of the Member, the Contract, are dated as of May 1, 1986, and constitute amendments and restatements of those certain contracts respecting the sale of electric power and energy entered into by the Authority and the Participating Members and dated as of December 1, 1985, which contracts were supplemented by those certain Supplemental Power Sales Contracts entered into by the Authority and the Participating Members and dated as of March 28, 1986; and

WHEREAS, the Power Sales Contracts, including the Contract, have remained continuously in effect from the respective effective dates thereof, and neither the Authority nor any Participating Member, including the Member, is in default in respect of any of the provisions thereof; and

WHEREAS, the terms of the Power Sales Contract, including the amendments thereto, presently expire, unless earlier terminated by actions of the respective parties thereto as set forth therein, 1 minute after 11:59 p.m., Central Standard Time, on December 31, 2035; and

WHEREAS, the Authority and the Member, as well as the other Participating Members, have determined that the Power Sales Contracts, including the Contract, have proven to be mutually beneficial and satisfactory to the Authority, the Member and the other Participating Members,

NOW, THEREFORE, in order that the Authority may continue to provide an adequate, dependable and economical supply of bulk electric power and energy for the Member's and the other Participating Members' electric utility systems or Integrated Utility Systems after December 31, 2035, and in order to enable the Authority to engage effectively in long-range planning for the continued provision of an adequate, dependable and economical supply of bulk electric power and energy for the Member's and the other Participating Members' electric utility or Integrated Utility Systems, the Authority, the Member, and the other Participating Members have determined that it is mutually beneficial and in the best interests of the citizens of the State of Alabama in the areas in which the Participating Members distribute electric power and energy at retail to extend the terms of the Power Sales Contracts between the Authority and the Participating Members, including the Contract, through December 31, 2045, and beyond as described hereinafter.

WHEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto that the Contract shall be and hereby is amended and modified as follows, effective as of the date hereof:

### AMENDMENT

1. Extension of Term of the Contract. In order to provide for extension of the term of the Contract, Section 2 of the Contract is amended and modified to read in its entirety as follows:

#### **“SECTION 2. Term**

“This Contract shall remain in effect until one minute after 11:59 p.m., Central Standard Time, on December 31, 2045, provided that, on January 1, 2036, and on each January 1 thereafter, the term hereof shall extend automatically for an additional one-year period (e.g., on January 1, 2036, the term of this Contract shall, without any further action of the parties hereto, be extended until and terminate one minute after 11:59 p.m., Central Standard Time, on December 31, 2046, and on January 1, 2037, the term of this Contract shall, without any further action of the parties hereto, be extended until and terminate one minute after 11:59 p.m., Central

Standard Time, on December 31, 2047, etc.), provided however, notwithstanding the foregoing, if the Member shall provide written notice to the Authority, pursuant to the requirements of Section 22 of this Contract, not less than ten (10) years prior to the then current date of termination of this Contract, of the Member's intention to terminate this Contract pursuant to this sentence, this Contract may be terminated by the Member on the January 1 immediately following the then current date of termination of this Contract, or on any January 1 thereafter as may be specified by the Member in said written notice. In addition, this Contract may be terminated by either party to this Contract upon 180 days' written notice to the other party to this Contract given in accordance with the provisions of Section 22 of this Contract if (a) provision has been made by the Authority for the payment of all the Authority's payment obligations (including debt service in respect of all outstanding Bond and other similar financial obligations of the Authority, within the meaning of Section 1201 of the Resolution, all fixed capacity payments to be made by the Authority in respect of its power purchase agreements, all the Authority's fixed natural gas payments, etc.), (b) all contractual obligations theretofore entered into by the Authority for the generation, purchase, transmission or transformation of electric power and energy shall have been terminated, and provision made for the payment of any residual costs or obligations of the Authority in respect of such obligations and for the satisfaction all regulatory requirements with respect thereto."

2. Contract as Amended to Remain in Effect. The Contract, as hereinabove amended and modified, shall remain in full force and effect in all respects and as to all matters not specifically changed by this Amendment.

3. Effective Date of Amendment. The changes to the Contract effected by this Amendment shall become effective upon the expiration of thirty (30) days following the submission of this Amendment to the Alabama Public Service Commission pursuant to the provisions of Section 25 of the Act, provided that the rates to be charged by the Authority pursuant to the Contract, as amended hereby, are not disapproved by the Commission within thirty (30) days after such submission.

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IN WITNESS WHEREOF, the Authority and the Member have caused this Amendment to be executed in their respective names, have caused their respective seals to be hereunto affixed and attested, all by their respective duly authorized officers, in six (6) counterparts, each of which shall be deemed an original, and have caused this Amendment to be

dated for convenience as of March 31, 2019, although actually executed by the Authority on \_\_\_\_\_, 2019, and actually executed by the Member on \_\_\_\_\_, 2019.

**ALABAMA MUNICIPAL ELECTRIC AUTHORITY**

(SEAL)

By \_\_\_\_\_  
Chairman

Attest:

By: \_\_\_\_\_  
Secretary

**CITY OF FAIRHOPE, ALABAMA**

(SEAL)

By: \_\_\_\_\_  
Its Mayor

Attest:

By: \_\_\_\_\_  
Its City Clerk

**RESOLUTION NO. \_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute an Engagement Letter with Tobias McCormick and Comer Lawyers, LLC for Professional Legal Services for representation of The City of Fairhope, Alabama, on the Third-Party Complaint against Charter Oak Fire Insurance Company in the matter of Charles K/ Breland, Jr. V. The City of Fairhope, Alabama, et al., CV-2013-901096.

DULY ADOPTED THIS 20TH DAY OF DECEMBER, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk





Desmond V. Tobias\*  
Jason S. McCormick  
Bryan E. Comer\*

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\*Licensed in AL and FL

December 14, 2018

**VIA E-MAIL ONLY:**

Marion E. Wynne, Esq.  
Marcus R. McDowell, Esq.  
Wilkins, Bankester, Biles & Wynne  
221 Fairhope Avenue  
Fairhope, Alabama 36533

Re: Engagement Letter

Dear Mr. Messes, Wynne and McDowell:

We have confirmed that our Firm has no conflict with our representation of The City of Fairhope, Alabama, on the Third Party Complaint against Charter Oak Fire Insurance Company in the matter of *Charles K. Breland, Jr. v. The City of Fairhope, Alabama, et al.*, CV-2013-901096, currently pending in the Circuit Court of Mobile County, Alabama. Therefore, we are pleased to provide this letter of engagement to serve as Third Party Plaintiff Counsel for The City of Fairhope, Alabama (hereinafter "Fairhope").

My firm proposes the following rate structure for all professionals providing legal services in this matter:

Partners:\$175/hr.

We propose billing this file every thirty (30) days.

The firm will advance any expenses and costs up to \$1,500 for any single item, with gross advances capped at \$1,500 during any single billing period. All other expenses will be forwarded to you directly for payment. We will endeavor to keep these expenses and costs to a reasonable level and will often seek pre-approval if the expense is one we would not typically advance. We will simply bill the matter every thirty (30) days as set forth above.

Please note, Tobias, McCormick and Comer, LLC, reserves the right to withdraw from representation if, after consultation, the City of Fairhope or the undersigned do not believe the case merits going forward. As you know, the outcome of negotiations and litigation is subject to factors

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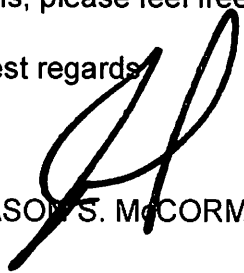


which cannot always be foreseen; therefore, it is understood that neither I, nor my firm, have made any promises or guarantees to Fairhope concerning the outcome of this representation, and cannot do so. Nothing herein shall be construed as such a promise or guarantee. This hourly fee agreement pertains only to legal services rendered and costs and expenses for the matter expressly stated above.

If The City of Fairhope, Alabama is in agreement with the proposal outlined herein, please sign where indicated below and return a copy to my office. Once this is completed, I will promptly forward a written waiver of conflict to be executed by the appropriate representatives of Tobias, McCormick and Comer, LLC.

If you have any questions or concerns, please feel free to contact me.

Best regards



JASON S. McCORMICK

JSM/cns

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date