



**CITY OF FAIRHOPE**

**CITY COUNCIL PACKET FOR PRESS**

**DISCLAIMER**

**PLEASE TAKE NOTICE:**

**THE INFORMATION IN THIS PACKET IS IN  
PRELIMINARY FORM.**

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

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

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

**MONDAY, 11 FEBRUARY 2019 – 4:30 P.M. – COUNCIL CHAMBER**

1. Present Budget and Concepts for the First Round of Pedestrian Safety Projects in Downtown Fairhope – Sherry-Lea Botop
2. Consideration of Gifts to the City of Fairhope
  - (a) Cattail Pond Sculpture from Constance B. Lewis
  - (b) Three parcels from the William K. and Rebecca J. Morgan Living Trust
3. Discussion of Bike and Pedestrian Trails
4. Committee Updates
5. Department Head Updates/Grant Updates

**Next Regular Meeting – Monday, February 25, 2019 - Same Time and Place**

LETTER OF GIFT - CATTAIL POND - ARTIST DEEDEE MORRISON

JANUARY 16, 2019

I, Constance Barkley Lewis, 23 Ferry Landing Lane, NE, - Unit 2211 Atlanta, GA 30305, do hereby gift the "Cattail Pond Sculpture" to the City of Fairhope, on January 16, 2019.

The tax deductible charitable gift - "value of the sculpture" is \$6,700.00. Picture is attached hereto as Exhibit "A" and incorporated by reference herein.



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Constance Barkley Lewis

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City of Fairhope  
Mayors Office  
161 North Section Street  
Fairhope, AL 36532  
251-928-2136



The dimensions are 30"H x 15'D. The base is painted steel and the cattails are stainless steel.



**Lisa A. Hanks, MMC**

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**From:** Allison Estape <allison.carlos@me.com>  
**Sent:** Tuesday, January 15, 2019 7:53 AM  
**To:** Richard Peterson  
**Subject:** Desire to donate 3 lots to the City of Fairhope that are part of a riverine/gully/animal pathway  
**Attachments:** Map of Fairhope lots in Floodway-Floodzone 2.pptx

Hi Richard,

Thank you for looking into the next steps for donating the 3 lots listed below to the City of Fairhope.

Two of the lots are located on Claire Court and the other lot is across the street on Patlynn Drive. All 3 lots have a riverine flowing through them, and it is my understanding that they are part of a natural gully system that winds through Fairhope out to Highway 98.

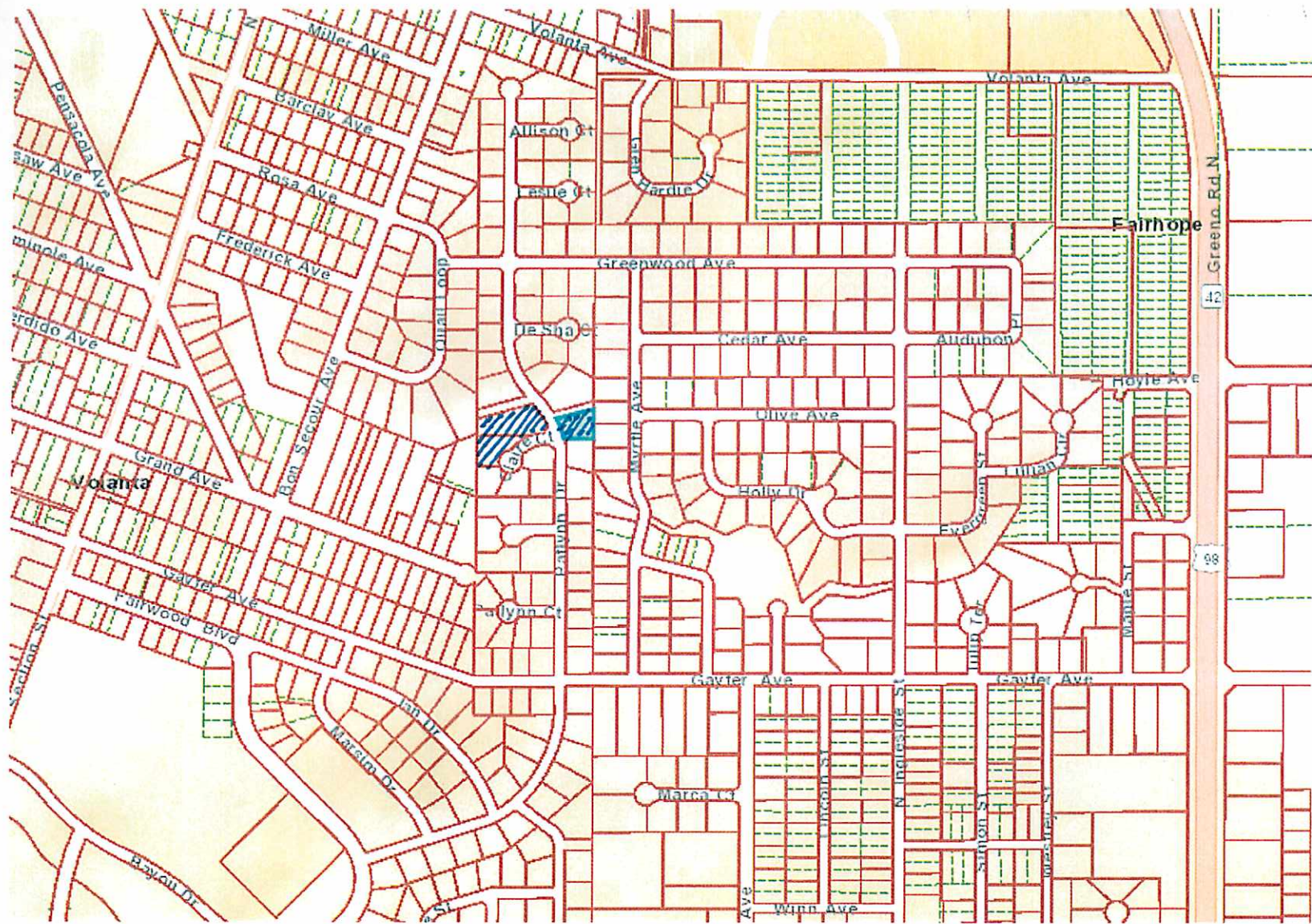
PPIN #	Parcel #
072820	46-03-37-0-003-001.026 - located on Patlynn Drive
072822	46-03-37-0-003-001.034 - located on Claire Court
072823	46-03-37-0-003-001.033 - located on Claire Court

Attached find a map provided by Eric Cortinas (City of Fairhope Planning Department) showing the location of the riverine as it intersects the 3 lots.

I look forward to hearing back from you on next steps.

Regards,

Allison Morgan Estape  
Trustee of the William K and Rebecca J Morgan Living Trust  
305 794 5081  
email: allison.carlos@me.com





**Lots on Claire Court: PPIN# 072823 & 072822**

Hand colored areas provided by Erik Cortinas,  
City of Fairhope



**Lot on Patlynn Dr: PPIN# 072820**

I added the blue coloration to show the Floodzone; the Floodway expands beyond this

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 11 FEBRUARY 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 28 January 2019 Regular City Council Meeting, minutes of 28 January 2019 Work Session, and minutes of 28 January 2019 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Revised Planning Commission Terms for Councilmembers
6. Resolution – That the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00.
7. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Baldwin Pops for an appropriation of \$6,000.00, in-kind services in the amount of \$13,410.00, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior to those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope. The City Council hereby repeals and replaces Resolution No. 3253-18 adopted on November 26, 2018.
8. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Anthem Oaks Subdivision for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Anthem Development, LLC.
9. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Camellia at the Colony for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher’s Retirement System of Alabama.
10. Resolution – That the City of Fairhope hereby supports of Protecting Local Control over Public Streets and Public Assets and a Call on Congress to Reaffirm Such Local Control by Reversing Recent FCC Actions Related to Wireless Facilities by Enacting H.R. 530.

11. Resolution – That the City of Fairhope has voted to purchase a 36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course from Jerry Pate Turf & Irrigation as Sole Source Distributor for the Toro Company; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13) with a total cost of \$11,145.33.
12. Resolution – That the City of Fairhope approves the procurement of Renewal of Support for Firewall Security System for City Departments including the Police Department through the National IPA buying cooperative; and is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(a)(15) with a total cost of \$13,051.26.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2018.
14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$260,000.00 based on FY2018.
15. Resolution – That the City of Fairhope has voted to procure 40 Push-to-Talk Devices and Services for 157 Devices through Verizon; and the equipment is available for direct procurement through the South Alabama Purchasing Association ("SAPA") [Contract No. 2016-05)]; and therefore, does not have to be let out for bid. This has been nationally bid through the SAPA's bid process. The total cost is \$50,824.08.
16. Resolution – That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Golf Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and the total cost is \$25,644.00.
17. Resolution – That the City of Fairhope has voted to procure Recycle and Sanitation Cans and Lids for FY2019; and the items are available for direct procurement through the National Intergovernmental Purchasing Alliance (Agreement No. 171717] and U.S. Communities [Agreement No. RFP-00254)]; and therefore, does not have to be let out for bid. This has been nationally bid through both group's bid process. The total cost with a not to exceed \$91,286.00.
18. Resolution – That the City of Fairhope has voted to purchase a Kubota Diesel Zero Turn Mower (Model ZD1211 H-72) for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and the total cost is \$13,068.97.



19. Resolution – That the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2019, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 ERTS at \$75.00 per unit at a not to exceed annual cost of \$30,000.00.
20. Resolution – That the City of Fairhope approves the procurement of Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2019, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 Gas Meters and accessories at a not to exceed annual cost of \$71,690.68.
21. Resolution – That the City of Fairhope has voted to procure a John Deere Fairway Mower for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop [Contract No. 062117-DAC]; 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 \$56,548.60.
22. Resolution – That the City of Fairhope approves the procurement of Communication Board and Module Boards for UV4000 Plus (Due to power surge that occurred Thursday, January 31, 2019) for the Sewer Department, to be purchased from Jim House & Associates as Sole Source Provider in the State of Alabama and Northwest Florida. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost is \$15,046.00.
23. Resolution – That the City of Fairhope has voted to purchase the new upgraded Mission SCADA System for 12 Lift Stations; and these are materials needed, used and consumed in the operation of our sanitary sewer system; and authorized for procurement without formal bid based on the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7). The annual cost is \$35,880.00.
24. Resolution – That the City Council hereby approves Amendment No. 1 and authorizes the Mayor to execute Amendment No. 1 to the Contract with Blue Diving & Salvage, LLC which decreases the total amount from \$53,900.00 to \$21,400.00.
25. Resolution – That City Council approves Neel-Schaffer Inc. for an increase to the Construction Engineering and Inspection Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) due to reviewing National Environmental Policy Act requirements and the National Flood Insurance Program Certification where two issues were found (See attached description); and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$20,000.00 for additional geotechnical and structural engineering investigation and design, thereby increasing the new estimated total amount for the project to be \$508,865.00.

26. Resolution – That the Fairhope City Council approves and authorizes Mayor Karin Wilson to allow the use of one idle 20-foot trailer to be used as parade transportation for local veterans in the KOER Mardi Gras parade on February 23, 2019; and declares this a public purpose as the local veterans provide services throughout the year and also promote the City of Fairhope.
27. Resolution – That the City Council hereby authorizes Mayor Karin Wilson to execute an Agreement for Professional Services with International Mountain Bicycling Association Trail Solutions to complete a Mountain Bike Trails Feasibility Concept Study for the City of Fairhope with a not to exceed amount of \$9,730.00.
28. Reappointment – Historic Preservation Committee
29. Request – Fairhope Volunteer Fire Department – Requesting to for the use of the Civic Center and parking lot for Cook Teams for its 3rd Annual BBQ Cook-Off (Smoke'em if you got 'em) Fundraiser to benefit the Fire Department on Saturday, March 30, 2019 from 6:00 a.m. to Sunday, April 1, 2019 at 12:00 a.m. Services needed will be Barricades, Electric Junction Boxes, Water, Trash and Recycling bins, Trash Truck, AC Restroom Trailer, 2 Light Towers, City Stage, Police Officers, and several of the City tail gate tents. Also, requesting permission to sell alcohol (beer): alcohol contingent upon ABC license and approval; and that all fees be waived for this event.
30. Application for Beer and Wine On/Off Premises License by Jarrett Crum for Gulf Coast Pinball, LLC d/b/a Fairhope Pins and Pints, located 212 B Fairhope Avenue, Fairhope, Alabama.
31. Public Participation – (3 minutes maximum)
32. Executive Session - To discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. The discussions could have a detrimental effect upon the competitive position of the City in the negotiations if the matter was discussed in public.
33. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, February 11, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, February 11, 2019 – Council Chambers**

**Next Regular Meeting – Monday, February 25, 2019 - Same Time and Place**

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 28 January 2019.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Deacon George Yeend of St. Lawrence Catholic Church and the Pledge of Allegiance was recited. Council President Burrell said that Agenda Item No. 12 was being pulled at the request of staff.

Councilmember Robinson moved to approve minutes of the 14 January 2019, regular meeting; minutes of the 14 January 2019, work session; and minutes of the 14 January 2019, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Mentioned a phenomenal turnout for the State of the City and thanked the Department Heads for all their work and thanked the Cooking Team. She said challenges have already been made for next year;
- 2) Library will be closed for two weeks for repairs;
- 3) Valentine’s Day event with the Nix Center and Thomas Hospital;
- 4) Rock Creek Stabilization;
- 5) Leak Survey being conducted throughout the City next three months;
- 6) Agenda Item No. 18 would like to speak on.

The following individual spoke during Public Participation on Agenda Items:

- 1) Ron Allen, 6612 Willowbridge Drive, addressed the City Council and requested details on Agenda items No. 11 and No. 13.

Councilmember Robinson thanked everyone for coming out for the State of the City Expo; said it was great to see face to face staff interaction. Councilmember Robinson said he brought his family out for the event.

28 January 2019

Councilmember Conyers commented the Library will reopen on February 16, 2019 for the Chocolate and Champagne Gala. He mentioned the Eastern Shore Repertory went to Atlanta; the younger kids won Best Ensemble and the older kids won Best Theatre Performance. Councilmember Conyers reminded everyone of the upcoming performance “Matilda” on the Bluff.

Councilmember Boone asked Operations Director Richard Peterson to discuss two issues. Mr. Person addressed the City Council regarding the meeting with Fairhope Environmental Advisory Board meeting and discussion of sewer overflows. He said they were testing another system for communication for overflows; and would cost approximately \$36,000.00 for 10 lift stations. Mr. Peterson said the County is replacing culverts on County Road 1 and we need to relocate our force main with an approximate cost of \$18,000.00.

Assistant Water and Sewer Superintendent Jay Whitman addressed the City Council and said this force main and lines are very complicated to move. He said the “Mission” system for SCADA is a better system. Councilmember Boone questioned the new and improved SCADA system.

Councilmember Robinson moved to table until further notice Agenda Item No. 5 at the request of the owner: An Ordinance to Annex the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership, to be known as North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. 46-02-03-0-000-004.000 and 46-02-03-0-000-002.000 (Portion of); and to zone as R-1 Low Density Single-Family Residential District. (Introduced at the January 14, 2019 City Council Meeting) Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone moved to table until further notice Agenda Item No. 6 at the request of the owner: An Ordinance to Amend Zoning Ordinance No. 1253 and to zone the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #98367. The property to be known as part of North Hills at Fairhope. (Introduced at the January 14, 2019 City Council Meeting) Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Council President Burrell announced that Agenda Item No. 7 was withdrawn from the agenda at the request of the owner.

28 January 2019

Councilmember Brown moved for final adoption of Ordinance No. 1633, an Ordinance to Amend Zoning Ordinance No. 1253 and to zone the property of The Bills' No. 2, 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 west side of Lawrence Road approximately 1/4 mile north of Gayfer Avenue, Fairhope, Alabama. PPIN #369809 and 369810. (Introduced at the January 14, 2019 City Council Meeting) Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY – None.

Councilmember Robinson moved for final adoption of Ordinance No. 1634, an Ordinance to Amend Zoning Ordinance No. 1253 and to rezone the property of Eva M. Raley from R-1 Low Density Single Family Residential District to B-2 General Business District with the Planning Commission's recommendations. This property is generally located at 814 N. Greeno Road, Fairhope, Alabama. PPIN #43891. (Introduced at the January 14, 2019 City Council Meeting) Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY – None.

Councilmember Robinson moved for final adoption of Ordinance No. 1635, An Ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance regarding Section IV. Wage and Salary Administration: 4.03 Employee Pay Rates; more specifically City Building Inspector Certifications. (Introduced at the January 14, 2019 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY – None.

Councilmember Conyers introduced in writing Ordinance No. 1636, An Ordinance to declare that certain real property (451 Pecan Avenue property) of the City of Fairhope is not needed for public or municipal purposes in response to an offer to lease property from February 8, 2019 through March 6, 2019. City Clerk Lisa Hanks explained that if the City Council does not vote for immediate consideration then the property would not be leased since the next Council meeting is after the beginning date of lease. In order to take immediate action, Councilmember Boone moved for immediate consideration. Seconded by Councilmember Conyers, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY – None. Councilmember Conyers then moved for final adoption of Ordinance No. 1636. Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone.



28 January 2019

Council President Burrell briefly explained the need for the resolution. Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Wilson to appoint Special Prosecutors. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3299-19**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Wilson is hereby authorized to appoint the following persons as special Prosecutors to be used when the City Attorney, Marcus E. McDowell, has a conflict with certain cases at a fee of \$100.00:

James H. Sweet  
D. Parker Sweet  
Warren Harbison  
W. Lee Webb  
William "Liam" Scully

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 1103-05 is hereby repealed and replaced.

ADOPTED 28TH DAY OF JANUARY, 2019

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

ATTEST:

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Final Extension of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

28 January 2019

**RESOLUTION NO. 3300-19**

**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 Final Extension of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017.

Adopted on this 28th day of January, 2019

\_\_\_\_\_  
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 procure 45 Computers and 10 Monitors for the City to replace aging equipment; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (“National IPA”) [Contract No. 2018011-2)]; 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 \$29,641.40. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3301-19**

**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 45 Computers and 10 Monitors for the City to replace aging equipment; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (“National IPA”) [Contract No. 2018011-2)]; 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 \$29,641.40.

Adopted on this 28th day of January, 2019

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

Attest:

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

28 January 2019

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to purchase 13 Handheld Radios and 3 In-Car Mobile Radios for the Police Department, and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with total cost of \$64,997.34. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3302-19**

**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 13 Handheld Radios and 3 In-Car Mobile Radios for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Contract Number: T3004020001      **Cost is \$64,997.34**

Adopted on this 28th day of January, 2019

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

Attest:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves to fund the IT Technician position and to amend the budget for same. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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28 January 2019

**RESOLUTION NO. 3303-19**

**WHEREAS**, the City Council adopted on November 26, 2018, a resolution approving and adopting the remaining sections of proposed Budget for the FY 2018-2019, Resolution No. 3254-18; and

**WHEREAS**, the IT Technician position was inadvertently omitted from the proposed Budget and needs to be funded in order to fill position.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves to fund the IT Technician position and to amend the budget for same.

ADOPTED THIS 28TH DAY OF JANUARY, 2019

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Council President Burrell commented the budgeted item was for a Lease-Purchase; and the lease was with Wells Fargo. Mayor Wilson commented said the budgeted item we lease and lease purchase sometimes depending on the hours on the golf equipment. She said this is the same lease we do every three years; and we have equipment without a lease. Mayor Wilson commented Attorney McDowell and Council President Burrell have been working on this; and the City Attorney is just working with the Council and negotiated to keep equipment: 36 months with \$1.00 buy out option. She said this is not a good relationship with our vendors; and we need to have a sit down with City Attorney McDowell. She also commented they were interfering with day-to-day operations.

Council President Burrell gave his thoughts on the agenda item: not a lease-purchase and was a lease; and stated he was not interfering with day-to-day operations. City Attorney McDowell stated that Wells Fargo did not offer a lease-purchase; and an opinion letter was requested from Wells Fargo attorneys. He said this did not comply with Alabama laws; and on January 8th no purchase order had been issued for vehicles.

28 January 2019

City Attorney McDowell said he waited three weeks for the initial purchase order; and there were inconsistencies with bid, purchase order, resolution, etc. Councilmember Conyers commented all of this could have been cleaned up with one telephone; and commented a lease-purchase is not a lease. City Attorney McDowell asked what Council's intent for Resolution was. Mayor Wilson commented communication needs to happen.

After further discussion, Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the Golf Course Mower and Utility Vehicles and to execute a contact with a third-party lessor Wells Fargo. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3304-19**

**WHEREAS**, on the 8th day of October, 2018, the City of Fairhope adopted Resolution No. 3189-18 to award a Three-Year Lease-Purchase of Golf Course Mower and Utility Vehicles for the Golf Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and

**WHEREAS**, after consultation with the City Attorney, it was determined that an Amendment was needed due to the contract being with a third-party lessor "Wells Fargo"; and

**WHEREAS**, the City of Fairhope hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the equipment and to execute a contact with a third-party lessor Wells Fargo.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the Golf Course Mower and Utility Vehicles and to execute a contact with a third-party lessor Wells Fargo.

Adopted on this 28th day of January, 2019

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

Attest:

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



28 January 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the entire remaining balance of the City's General Fund debt be paid with funds contained in the General Fund Debt Pre-Payment Account; and, That the City Council hereby authorizes for one-time, beginning February 1, 2019 and ending September 30, 2019, that the Sales and Use Tax revenue, which is defined by City of Fairhope ordinance restricted to the General Fund Debt Pre-payment account, be diverted up to the amount of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) to the Capital Projects Fund for the FY 2018 – 2019 budget year; and that for the remainder of the FY 2018-2019 budget year, any amount collected after February 1, 2019, in excess of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) is to be diverted to the General Fund Operating Account. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3305-19**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council hereby authorizes the entire remaining balance of the City's General Fund debt be paid with funds contained in the General Fund Debt Pre-Payment Account; and, That the City Council hereby authorizes for one-time, beginning February 1, 2019 and ending September 30, 2019, that the Sales and Use Tax revenue, which is defined by City of Fairhope ordinance restricted to the General Fund Debt Pre-payment account, be diverted up to the amount of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) to the Capital Projects Fund for the FY 2018 – 2019 budget year; and that for the remainder of the FY 2018-2019 budget year, any amount collected after February 1, 2019, in excess of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) is to be diverted to the General Fund Operating Account.

ADOPTED THIS 28TH DAY OF JANUARY, 2019

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

28 January 2019

Planning Director Wayne Dyess addressed the City Council to explain the Site Plan Review of property owned by John Bethea, on behalf of John Bethea, LLC, for approval of a Modification to an approved Site Plan of Founders Square (Case No. SR 06.05) – Phase I and Phase II are complete. The modification is for Phase III which will consist of 5 lots with 4 of the lots having 1 building each with 1 residential unit, 1 commercial unit, and 2 parking places. The fifth lot was used for common area to access the other phases from Section Street – located on the west side of South Section Street approximately 400’ north of the intersection of Morphy Avenue and Section Street; and approved contingent upon conditions recommended by the Planning Commission.

Councilmember Conyers moved to approve the Site Plan property owned by John Bethea, on behalf of John Bethea, LLC listed above. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Karin Wilson to execute a License Agreement between the City of Fairhope and Bethea, LLC to occupy and use the sidewalk on Section Street which adjoining and contiguous to the property of 76 Section Street, Fairhope, Alabama Lots 1 and 2. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3306-19**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE,** That the City Council authorizes Mayor Karin Wilson to execute a License Agreement between the City of Fairhope and Bethea, LLC to occupy and use the sidewalk on Section Street which adjoining and contiguous to the property of 76 Section Street, Fairhope, Alabama Lots 1 and 2. The property may be occupied and used solely for second-story balconies extending over the aforementioned sidewalks during the period beginning January 28, 2019. One of the Planning Commission’s recommendation was for the City to execute a Hold Harmless agreement which is found Section Six of said agreement.

Adopted on this 28th day of January, 2019

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

Attest:

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

28 January 2019

Council President Burrell said the parade was scheduled for 1:00 p.m. and was moved to 3:00 p.m. for MMOR with lack of communication. He said at 1:00 p.m. people come for parade, go to lunch and shop, and then attend the KOER parade. Councilmember Boone moved to approve the parade route, street closures, barricades as necessary to provide safety of participants and parade watchers; and close the streets at 2:00 p.m. until for the Mystic Mutts of Revelry Pet Parade. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to appoint Teresa Adcock and Harvey "Skip" Jones to the Fairhope Historic Preservation Committee for a three-year term which will expire January 2022. Seconded by Councilmember Robison, motion passed unanimously by voice vote.

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

- 2) Harry Palmer, 9626 Derby Lane, addressed the City Council regarding a business license for rental property (two parcels). He said both are in the name of their Roth IRA and number; and asked how it will affect our Roth IRA and Trust. Mr. Palmer said he had no problem paying the fee for two homes; and when asked the City could not answer our questions. He said they could not tell him how to complete the application. Mayor Wilson told Mr. Palmer to call her about the issue.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 24: a resolution that the City Council hereby authorizes expenditures up to \$20,000.00 for the relocation of a force main sewer line on County Road 1 related to a culvert replacement in that area.

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes expenditures up to \$20,000.00 for the relocation of a force main sewer line on County Road 1 related to a culvert replacement in that area. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

\*

\*

28 January 2019

**RESOLUTION NO. 3307-19**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council hereby authorizes expenditures up to \$20,000.00 for the relocation of a force main sewer line on County Road 1 related to a culvert replacement in that area.

Adopted on this 28th day of January, 2019

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

Attest:

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

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:47 p.m.

\_\_\_\_\_  
Jack Burrell, Council President

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





Monday, 28 January 2019

Page -2-

- Councilmember Conyers commented that the Library would be closed for repairs. He said the Historic Preservation Committee meets this week; and the Fairhope Environmental Advisory Board met Friday with Richard Peterson and Jay Whitman.
- Councilmember Brown gave an update on the Pedestrian and Bicycle Committee. He said Ken Cole Chair of the Education Advisory Committee met with Eddie Tyler and Cecil Christenberry on the Special Tax District.
- Richard Johnson and Sherry-Lea Botoy addressed the City Council regarding the following pedestrian safety projects; 1) Section Street with safety strips; 2) near the Police Department mid-block crosswalks with LEDs and button; and Fairhope Avenue near Fairwood a crosswalk. Council President Burrell commented he liked all recommendations; and asked about parking garage signage.
- Richard Johnson mentioned the Fly Creek dredging and the pre-bid meeting being held tomorrow.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:57 p.m.

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Jack Burrell, Council President

---

Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )(  
  :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 28 January 2019.

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.

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

**Planning Commission Terms:**

11/07/16 - 08/31/17	Councilmember Conyers
09/01/17 - 05/31/18	Councilmember Robinson
06/01/18 - 02/28/19	Councilmember Burrell
03/01/19 - 12/31/19	Councilmember Brown
01/01/20 - 10/31/20	Councilmember Boone

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**ORGANIZATION MEETING**

**MONDAY, 7 NOVEMBER 2016 AT 6:00 P.M. - CITY COUNCIL CHAMBER**

1. Call to Order - City Clerk Lisa Hanks
2. Invocation - Reverend Matt McCollum, Trinity Presbyterian Church
3. Vote (Voice Vote) - City Council President
- \*\* Presiding Officer \*\*** - **City Council President**
4. Vote (Voice Vote) - City Council President Pro Tempore
5. Ordinance - Council Rules of Procedure
6. Resolution - Authorizing signees of all City of Fairhope Accounts
7. Resolution - Holidays FY 2016 – 2017
8. Resolution - Appointment of City Clerk
9. Resolution - Appointment of City Treasurer
10. Resolution - Appointment of Police Chief
11. Resolution - Appointment of City Attorney
12. Review Resolution No. 1879-11 regarding Expenditure Procedures
13. Planning Commission Terms:  
  
11/07/16 - 08/31/17 Councilmember Conyers  
09/01/17 - 05/31/18 Councilmember Robinson  
06/01/18 - 02/28/19 Councilmember Burrell  
03/01/19 - 11/30/19 Councilmember Brown  
12/01/19 - 09/30/20 Councilmember Boone
14. Committee Assignments:  
  
Utilities Gas/Water/Sewer/Electric - Councilmembers Boone and Brown  
Parks & Recreation and Library - Councilmembers Brown and Robinson  
Finance & Audit - Councilmembers Burrell and Conyers  
Public Works & Industrial Recruitment - Councilmembers Burrell and Conyers  
Police, Fire, & Court - Councilmembers Robinson and Boone

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00.

Adopted this 11th day of February, 2019

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

ATTEST:

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

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered by and between **THE UTILITIES BOARD OF THE CITY OF FOLEY D/B/A RIVIERA UTILITIES**, (“**Seller**”), and **THE CITY OF FAIRHOPE**, (“**Purchaser**”). The date upon which the last of Seller and Purchaser has executed and delivered this Agreement shall be the “**Effective Date**” of this Agreement.

For in consideration of \$5.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

**1. Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, in Fairhope, AL, and depicted on Exhibit “A” attached hereto, (the “**Property**”). A more specific legal description of the Property will be provided by the Title Company (as defined below).

**2. Purchase Price.** The purchase price (the “**Purchase Price**”) for the Property is **\$50,000.00**, payable in cash at closing.

**3. Title Approval.** Promptly following the Effective Date, Purchaser will obtain a commitment (“**Title Commitment**”) from Irby & Heard, P.C. (“**Title Company**”) for an owner's title insurance policy (“**Owner's Policy**”), along with copies of any items listed as title exceptions therein. Prior to expiration of the Due Diligence Period (as defined below), Purchaser shall give Seller written notice of any condition of title which is not satisfactory to Purchaser (“**Title Objections**”). Other than satisfaction of mortgage indebtedness, Seller shall not be required to cure any Title Objections, however, in the event Seller fails to cure such objections on or before the Closing Date, Purchaser may either (i) cancel this Agreement, in which event no party shall have any further obligations to the other under this Agreement, or (ii) close the purchase of the Property subject to (and with waiver of) such objectionable title matters. Any title exceptions which are set forth in the Title Commitment or survey of the Property to which the Purchaser does not object prior to expiration of the Due Diligence Period shall be deemed to be permitted exceptions to the status of Seller's title (the “**Permitted Exceptions**”).

**4. Due Diligence Period.** Subject to prior notice and scheduling with Seller, Purchaser or Purchaser's agents may inspect and evaluate the Property at any reasonable time during daylight hours for a maximum period of one hundred eighty (180) days after the Effective Date (the “**Due Diligence Period**”) as needed to inspect, examine, survey, perform studies or assessments including surveying, building inspection and environmental, or otherwise do whatever Purchaser reasonably deems necessary to evaluate the Property; provided, however, none of the physical investigations so conducted will result in any material adverse change to the physical characteristics of the Property. If Purchaser is not satisfied, in Purchaser's sole and absolute discretion, with such inspection or evaluation of the Property, Purchaser may cancel this Agreement by giving written notification of such cancellation to Seller prior to the expiration of the Due Diligence Period, in which event no party hereto shall have any further obligations under this Agreement. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Due Diligence Period, the said inspection or evaluation of the Property shall be deemed satisfactory to Purchaser.

**5. Closing Costs and Expenses Paid by Purchaser.** Purchaser shall pay the costs associated with the Owner's Title Insurance Policy, the costs of preparation of the Deed and the closing and escrow fees charged by the Title Company.

**6. Prorations, Credits and Adjustments.** Real property taxes (if any) and assessments (if any) and Fairhope Single Tax Corporation rent shall be prorated to the Closing Date.

7. **Closing and Closing Date.** Subject to the terms hereof, the consummation of the purchase and sale contemplated under this Agreement (the “**Closing**”) shall be held at the office of the Title Company on a date mutually agreed to by the parties.

8. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser:

(a) Seller has the full corporate power, right and authority to enter into this Agreement, without joinder of any other person or entity, and the person executing this Agreement on behalf of Seller has the authority to execute and deliver this Agreement on behalf of Seller.

(b) To Seller’s actual knowledge, no claim, action, suit, litigation, arbitration, or other proceeding relating to the Property has been threatened or is pending before any court, commission, or other body or authority.

Seller agrees to promptly notify Purchaser in the event Seller receives notice prior to Closing that any of the foregoing representations and warranties, though correct when made, are no longer true. In the event Seller receives such notice, Purchaser may either (a) terminate this Agreement in which event neither party shall have any further obligations under this Agreement, or (b) consummate the Closing in which event any objection to the subject matter shall be deemed waived.

Seller makes no representation or warranty, express or implied, as to the physical condition of the Property.

9. **Closing Documents.** The purchase and sale of the Property pursuant to this Agreement shall be made by the execution and delivery at the Closing of the following instruments and documents by, from and between Seller and Purchaser, as applicable:

(a) A Statutory Warranty Deed or Bill of Sale (the “**Deed**”) in customary form prepared in accordance with the Title Commitment, conveying the Property in its AS-IS WHERE-IS condition, with no warranty as to its physical condition and subject to the Permitted Exceptions;

(b) Execution by the Fairhope Single Tax Corporation of a new Lease in favor of Purchaser;

(c) A closing statement prepared by the Title Company in accordance with this Agreement;

(d) ALTA owner's title policy in Alabama standard form, naming Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good and marketable title to the Property;

(e) Such organizational documents, proof of existence, authorizations and customary closing affidavits as the Title Company may require in order to vest in Purchaser good and marketable title to the Property at Closing;

(f) Such other and additional documents or instruments as may be required of Seller or Purchaser, under the terms of this Agreement, to complete the sale and purchase of the Property.

**10. Risk of Loss.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, flood, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may either (a) terminate this Agreement or (b) consummate the Closing, in which latter event all proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing.

**11. Default Remedies.** In the event the purchase and sale is not consummated because of a default or breach by Seller under the terms of this Agreement, the Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by written notice thereof to Seller and Purchaser shall have no further rights or remedies against Seller for such breach, or (ii) exercise any and all rights seeking specific performance of the obligations of Seller under this Agreement. In the event the purchase and sale is not consummated because of a default or breach by Purchaser under the terms of this Agreement, the Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice thereof to Purchaser, and Seller shall have no further rights or remedies against Purchaser for such breach.

**12. Brokerage:** The Parties each represent that they have dealt with no real estate agent, broker, etc. who would be entitled to a real estate commission, finder's fee, etc. as a result of the consummation of the transaction contemplated in this Purchase Agreement.

**13. Notices.** Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if delivered by facsimile transmission with electronic receipt confirmed, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

If to Seller:  
The Utilities Board of the City of Foley  
d/b/a/ Riviera Utilities  
413 East Laurel Avenue  
Foley, Alabama 36525  
Attention: Tom Debell

If to Purchaser:  
The City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533  
Attention: Richard Peterson

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made when received at the above-stated address or facsimile number. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

**14. Successors and Assigns.** The terms and provisions of this Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns. Purchaser may assign its rights under this Agreement to any entity affiliated with Purchaser or its members.

**15. Additional Contingencies.** In addition to any other contingencies contained in this Agreement, the closing of the transaction contemplated herein is expressly made contingent on Purchaser obtaining approval from the City of Fairhope, Alabama for the operation of a utility substation on the



Property. Seller agrees to fully cooperate with Purchaser to obtain final approval from all governmental authorities to allow for Purchaser's intended use of the Property. Seller's obligations hereunder are conditioned on the prior approval by the Seller's Board of Directors and on the approval of the City Council of the City of Foley.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown above the signature of each.

**SELLER:**

THE UTILITIES BOARD OF THE CITY OF  
FOLEY d/b/a RIVIERA UTILITIES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

THE CITY OF FAIRHOPE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

**WHEREAS**, contract shall be executed between the City of Fairhope and the Baldwin Pops, making an appropriation of \$6,000.00, in-kind services, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City's July 4th celebration and the Founder's Day Concert and when available participates in the Veteran Day parade.

**WHEREAS**, the following is the breakdown of the four concerts and total in-kind services in the amount of **\$13,410.00**:

February Concert, Civic Center

- **\$2000** Concert fee
- **\$810** Facility rental fees (in-kind services)
- Total: \$2810.00**

July Concert, Bluff

- **\$2000** Concert fee
- **\$200** Facility rental fees (in-kind services)
- **\$4000** [staging, sound, portables]
- Total: \$6200.00**

May Concert, Bluff

- **\$2000** Concert fee
- **\$200** Facility rental fees (in-kind services)
- **\$4000** [staging, sound, portables]
- Total: \$6200.00**

October Concert, Bluff

- **\$200** Facility rental fees (in-kind services)
- **\$4000** [staging, sound, portables]
- Total: \$4200.00**

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2018 and ending 30 September 2019; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the amount of \$6,000.00 from the City of Fairhope.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Baldwin Pops.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, That the City Council hereby repeals and replaces Resolution No. 3253-18 that was adopted on November 26, 2018.

ADOPTED this 11th day of February, 2019

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

ATTEST:

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

# CONTRACT

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

For and in consideration of the sum of Six Thousand Dollars, (\$6,000.00) and Use of Knoll Park for two concerts and the Civic Center for two concerts, to be paid as per motion for approval of this appropriation, ); resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 11th day of February, 2019; We, the BALDWIN POPS, agree to work with the Mayor, and /or his agent(s), to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City's July 4th celebration and the Founder's Day Concert and when available participates in the Veteran Day parade.

The following is the breakdown of the four concerts [total in-kind services \$13,410.00]:

- |  |  |
|--|--|
| February Concert, Civic Center                         | July Concert, Bluff                                    |
| - <b>\$2000</b> Concert fee                            | - <b>\$2000</b> Concert fee                            |
| - <b>\$810</b> Facility rental fees (in-kind services) | - <b>\$200</b> Facility rental fees (in-kind services) |
| - <b>Total: \$2810.00</b>                              | - <b>\$4000</b> [staging, sound, portables]            |
|  | <b>Total: \$6200.00</b>                                |
| May Concert, Bluff                                     | October Concert, Bluff                                 |
| - <b>\$2000</b> Concert fee                            | - <b>\$200</b> Facility rental fees (in-kind services) |
| - <b>\$200</b> Facility rental fees (in-kind services) | - <b>\$4000</b> [staging, sound, portables]            |
| - <b>\$4000</b> [staging, sound, portables]            | <b>Total: \$4200.00</b>                                |
| <b>Total: \$6200.00</b>                                |  |

The term of this contract shall be for the Fiscal year of 2018 - 2019. This contract may be cancelled at any time. Pursuant of the motion for approval of this appropriation, a one-time payment shall be made in the amount of \$6,000.00, until contract either expires or is cancelled.

Signed this 11th day of February, 2019

BALDWIN POPS

By \_\_\_\_\_  
Anne Brooks

CITY OF FAIRHOPE

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

Attest:

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

**RESOLUTION NO. 3253-18**

**WHEREAS**, contract shall be executed between the City of Fairhope and the Baldwin Pops, making an appropriation of \$6,000.00, in-kind services, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City's July 4th celebration and the Founder's Day Concert and when available participates in the Veteran Day parade.

**WHEREAS**, the following is the breakdown of the four concerts and total in-kind services in the amount of \$11,020.00:

February Concert, Civic Center	July Concert, Bluff
- \$2000 Concert fee	- \$2000 Concert fee
- \$810 Facility rental fees (in-kind services)	- \$200 Facility rental fees (in-kind services)
- \$500 Audio/Sound Tech fee	- \$4000 [staging, sound, portables]
<b>Total: \$3310.00</b>	<b>Total: \$6200.00</b>
May Concert, Bluff	October Concert, Civic Center
- \$2000 Concert fee	- \$810 Facility rental fees (in-kind services)
- \$200 Facility rental fees (in-kind services)	- \$500 Audio/Sound Tech fee
- \$4000 [staging, sound, portables]	<b>Total: \$1310.00</b>
<b>Total: \$6200.00</b>	

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2018 and ending 30 September 2019; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the amount of \$6,000.00 from the City of Fairhope.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Baldwin Pops.

ADOPTED this 26th day of November, 2018

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

ATTEST:

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

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

**WHEREAS**, the Owners of Anthem Oaks Subdivision desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2657-B accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Director of Operations has indicated that the improvements meet City requirements, and;

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Anthem Oaks Subdivision are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Anthem Development, LLC (the "Subdivider").

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

Adopted, this 11th day of February, 2019

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

Attest:

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





# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER  
**0525122**

The "PRINCIPAL" (Name and address of Principal)

*James Brothers Excavating, Inc.*  
*P.O. Box 1948*  
*Daphne, AL 36526*

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

*International Fidelity Insurance Company*  
*A Corporation of the State of New Jersey*

The "CITY"                      **City of Fairhope, Alabama**  
   **555 South Section Street**  
   **Fairhope, Alabama 36532**

The "PENAL SUM" of this Bond: **Twelve Thousand Four Hundred Forty Five Dollars and Fifty Cents (\$12,445.50).**

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated \_\_\_\_\_

The "PROJECT":                **Anthem Oaks Subdivision**

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

**RECEIVED**  
AUG 29 2018  
BY: *[Signature]*

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



SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST:

Betsy Lentz

PRINCIPAL:

*James Brothers Excavating, Inc.*

By [Signature]

Print Name and Title Robert E. James V.P.

Countersigned by  
Alabama Resident Agent for Surety:

By [Signature]

John T. Thomas, Jr.  
P.O. Box 507, Montrose, AL 36559  
(251) 621-2180 Phone

SURETY:

*International Fidelity Insurance Company*

By [Signature]

John T. Thomas, Jr., Attorney In Fact

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CHRISTOPHER T. THOMAS, VERNON D. HARRISON, JIM E. MABREY, JOHN T. THOMAS JR.,  
MARIA A. DAVISON

Daphne, AL.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



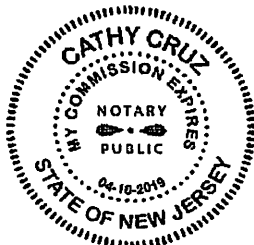
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_

MARIA BRANCO, Assistant Secretary

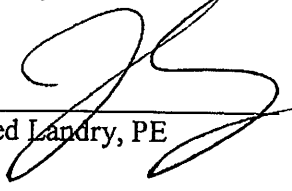


Dewberry Engineers Inc. | 251.990.9950  
25353 Friendship Road | 251.990.9910 fax  
Daphne, AL 36526 | www.dewberry.com

**ENGINEER'S MAINTENANCE BOND ESTIMATE**  
**"EXHIBIT A"**  
**ANTHEM OAKS SUBDIVISION**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>WATER SYSTEM</b>					
301	6" TAPPING VALVE & SLEEVE	1	EA	3,800.00	3,800.00
309	6" MJ 45° BEND	2	EA	480.00	960.00
303	6" PVC WATER MAIN	660	LF	13.75	9,075.00
304	6" D.I. WATER MAIN	40	LF	30.00	1,200.00
305	FIRE HYDRANT ASSEMBLY	4	EA	4,000.00	16,000.00
306	LIVE TAP FOR TV&S	1	EA	2,800.00	2,800.00
307	WATER SERVICE	9	EA	850.00	7,650.00
<b>TOTAL WATER SYSTEM:</b>					<b>\$41,485.00</b>
<b>ENGINEERS 2 YR. MAINTENANCE BOND ESTIMATE, 30%:</b>					<b>\$12,445.50</b>

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

  
Jared Landry, PE

## MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between ANTHEM DEVELOPMENT, LLC. (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

### Recitals:

WHEREAS, the Sub-divider is the ANTHEM DEVELOPMENT, LLC. of ANTHEM OAKS SUBDIVISION (the "Subdivision"), which Subdivision is recorded as Instrument Number \_\_\_\_\_ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

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

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

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Sub-divider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Sub-divider is otherwise aware prior to the expiration of the Maintenance Period, the Sub-divider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.
3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The

**RECEIVED**  
SEP 06 2018  
BY: 

Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 12,445.50 . In the event the foregoing condition precedent is not satisfied within thirty ( 30 ) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon performance in full by the Sub-divider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

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

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

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

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

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation,

attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

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

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

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

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

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

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

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

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

16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the



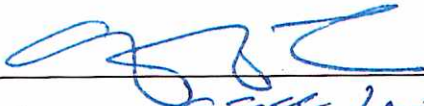
signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

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

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

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

ANTHEM DEVELOPMENT, LLC.

By:   
Name:                     GEOFF LAWS                      
As Its:                     Mayor                      
Date:                     9-6-18                    

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
\_\_\_\_\_  
As Its Mayor  
Date: \_\_\_\_\_

ATTEST:

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

**EXHIBIT "A"**

**ANTHEM OAKS SUBDIVISION**

**THE IMPROVEMENTS**

The only city maintained improvements is the water system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.



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

**WHEREAS**, the Owners of Camellia at the Colony desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2652-D accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Director of Operations has indicated that the improvements meet City requirements, and;

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Camellia at the Colony are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher's Retirement System of Alabama (the "Subdivider").

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

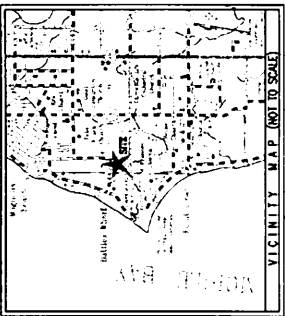
Adopted this 11th day of February, 2019

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

Attest:

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

# CAMELLIA AT THE COLONY



**VICINITY MAP (NOT TO SCALE)**

GENERALIZED MAP OF THE LOCALITIES WITHIN THE STATE OF ALABAMA

**NOTARY PUBLIC**

STATE OF ALABAMA

COMMISSION EXPIRES 12/31/2018

DATE: 8/16/2018

**CERTIFICATE OF DENIAL**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT DOES NOT MEET THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE DENIES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE ALABAMA UTILITIES**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT MEETS THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE APPROVES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE ALABAMA WATER AND SEWER**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT MEETS THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE APPROVES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE CITY OF BALDWIN ENGINEERING COMMISSION**

STATE OF ALABAMA

COUNTY OF BALDWIN

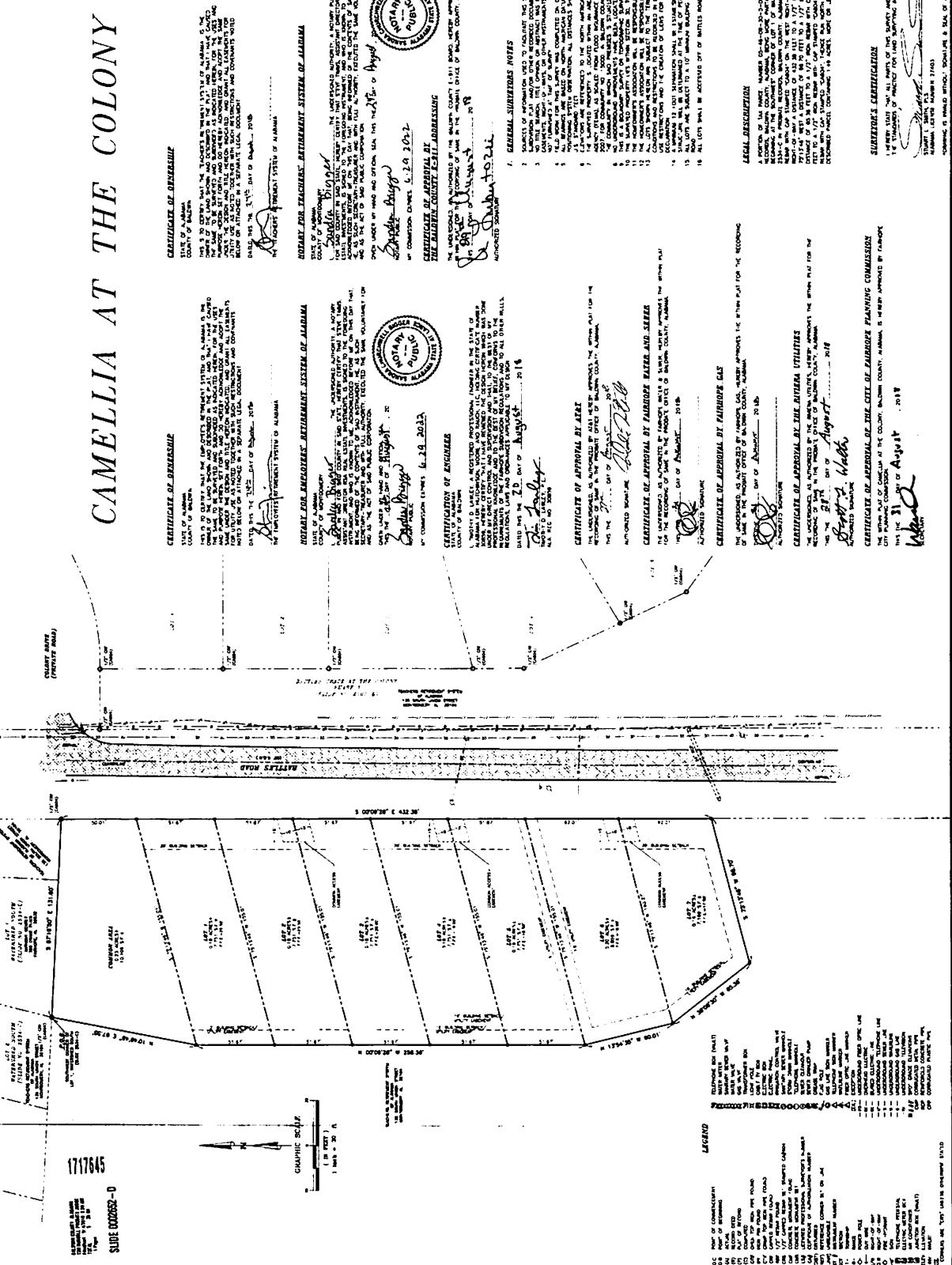
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DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**GENERAL SURVEYOR'S NOTES**

- ALL SURVEYING WAS DONE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT.
- ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT.
- ALL CORNER MARKS WERE SET AND RECORDED.
- ALL ELEVATIONS WERE TAKEN FROM A BENCHMARK IN THE VICINITY OF THE PROJECT.
- ALL DISTANCES WERE MEASURED WITH A TOTAL STATION.
- ALL ANGLES WERE MEASURED WITH A TOTAL STATION.
- ALL CURVES WERE SURVEYED AND RECORDED.
- ALL ADJUSTMENTS WERE MADE IN ACCORDANCE WITH THE ALABAMA SURVEYING ACT.
- ALL CALCULATIONS WERE CHECKED AND FOUND TO BE CORRECT.
- ALL PLANS WERE DRAWN TO SCALE.
- ALL DIMENSIONS WERE CHECKED AND FOUND TO BE CORRECT.
- ALL NOTES WERE CHECKED AND FOUND TO BE CORRECT.
- ALL PLANS WERE REVIEWED AND FOUND TO BE CORRECT.
- ALL PLANS WERE APPROVED BY THE BALDWIN COUNTY ENGINEERING BOARD.
- ALL PLANS WERE APPROVED BY THE ALABAMA UTILITIES.
- ALL PLANS WERE APPROVED BY THE ALABAMA WATER AND SEWER.
- ALL PLANS WERE APPROVED BY THE CITY OF BALDWIN ENGINEERING COMMISSION.



**CERTIFICATE OF DENIAL**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT DOES NOT MEET THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE DENIES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE ALABAMA UTILITIES**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT MEETS THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE APPROVES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE ALABAMA WATER AND SEWER**

STATE OF ALABAMA

COUNTY OF BALDWIN

THE BALDWIN COUNTY ENGINEERING BOARD HAS REVIEWED THE SUBMITTED PLANS AND HAS DETERMINED THAT THE PROJECT MEETS THE REQUIREMENTS OF THE ALABAMA ENGINEERING ACT AND THEREFORE APPROVES THE APPLICATION FOR A PROFESSIONAL ENGINEER'S SEAL.

DATE: 8/16/2018

COMMISSION EXPIRES 12/31/2018

**CERTIFICATE OF APPROVAL BY THE CITY OF BALDWIN ENGINEERING COMMISSION**

STATE OF ALABAMA

COUNTY OF BALDWIN

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- ALL PLANS WERE APPROVED BY THE ALABAMA UTILITIES.
- ALL PLANS WERE APPROVED BY THE ALABAMA WATER AND SEWER.
- ALL PLANS WERE APPROVED BY THE CITY OF BALDWIN ENGINEERING COMMISSION.

## SUBDIVISION COMPLETION AGREEMENT

THIS SUBDIVISION COMPLETION AGREEMENT (this "Agreement") is made and entered into by **THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama, and **THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama (collectively the "Subdivider") and the City of Fairhope, Alabama (the "City of Fairhope"), for the benefit of the City of Fairhope and the Planning Commission of the City of Fairhope (the "Planning Commission") (the City of Fairhope and the Planning Commission are sometimes hereinafter collectively referred to as the "City").

### Recitals:

WHEREAS, the Subdivider has submitted to the Planning Commission a final plat (the "Final Plat") of a proposed subdivision to be known as Camellia at the Colony (the "Subdivision"), which is to be located on that certain parcel of real property more particularly described on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Subdivider is responsible, pursuant to the Subdivision Regulations of the City (the "Subdivision Regulations"), for the provision of all required improvements to the Subdivision and shall guarantee the performance and completion of such improvements to the full satisfaction of the City; and,

WHEREAS, the Planning Commission has agreed to grant approval of the Final Plat provided that the Subdivider enter into this Agreement and perform all of its obligations, duties and covenants hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Subdivider, intending to be legally bound, does hereby covenant and agree to and for the benefit of the City as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
2. (NOT APPLICABLE) Construction of Improvements. The Subdivider shall construct and install, in or with respect to the Subdivision, all improvements and utilities set forth on Exhibit "B" attached hereto (the "Improvements") on or before the date that is one (1) calendar year following the date of the approval of the Final Plat as given by the Planning Commission (the "Completion Date"). The Subdivider specifically acknowledges, covenants and agrees that the Improvements shall be constructed and installed strictly in accordance with the Subdivision Regulations and any other applicable ordinance, rule or regulation of the City in force and effect as of the date hereof.
3. Planning Commission Approval of Final Plat. Upon execution and delivery of this Agreement, and compliance with, or waiver of, the conditions set forth in the Notice of Action Taken dated January 4, 2018 concerning the Development, the City, by and through the Planning

Commission shall grant its approval of the Final Plat and shall cause the chairperson of the Planning Commission to execute the Final Plat.

4. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement (a "Subdivider Breach"), the City shall have the right, exercisable in its sole and absolute discretion and at the sole cost and expense of the Subdivider, to take any or all of the following actions:

- (a) complete/remedy any Subdivider Breach, including, without limitation, the right to construct and install the Improvements, at the sole cost and expense of the Subdivider, and/or
- (b) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

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

5. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances (including, without limitation, the Subdivision Regulations), regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property or the Subdivider with respect to the work and activities at the Property, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Property for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Property, including, without limitation, all approvals and authorizations necessary to pursue its application for approval of the Subdivision and the Final Plat.

6. Indemnification. To the extent permitted by the laws and Constitution of the State of Alabama the Subdivider shall indemnify, defend and hold harmless the City of Fairhope, the Planning Commission and their respective affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees (collectively, the "Indemnified Parties") from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

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

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

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

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

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

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Applicant hereto to comply or to ensure its own compliance with any local, state, or federal law or regulation.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties here to have caused this Agreement to be executed by their respective duly authorized representatives as of the date of execution below.

**THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction & Dev. Real Estate Division

Date: August 20, 2018

**THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction & Dev. Real Estate Division

Date: August 20, 2018

~~THE CITY OF FAIRHOPE, ALABAMA~~

By: \_\_\_\_\_

Karin W. Wilson  
As Its Mayor

Date: \_\_\_\_\_

ATTEST:

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

**EXHIBIT "A"**  
**Description of the Property**

That certain real property located in Baldwin County, Alabama and more particularly described as follows:

DESCRIPTION OF CAMELLIA AT THE COLONY  
A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604-- ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604--; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604--; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604--; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604--; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED --CA604--; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.



**EXHIBIT B**  
**TO THE SUBDIVISION AGREEMENT**  
**ITEMS THAT RSA INTENDS TO INSTALL**  
 Retirement System of Alabama  
 Camellia  
 August 20, 2018

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	CONCRETE SIDEWALKS	SY	215	\$ 40.00	\$ 8,600.00
<b>TOTAL AMOUNT</b>					\$ 8,600.00
<i>125% of Total</i>					\$ 10,750.00

*Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.*





## MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama and THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama (collectively the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

### Recitals:

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

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

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

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

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.



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

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

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

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

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

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

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

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

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

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

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

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

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

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

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

17. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

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

**THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction Development Real Estate Division

Date: August 20, 2018

**THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction Dev. Real Estate Division

Date: August 20, 2018

~~THE CITY OF FAIRHOPE, ALABAMA~~

By: \_\_\_\_\_  
Karin W. Wilson

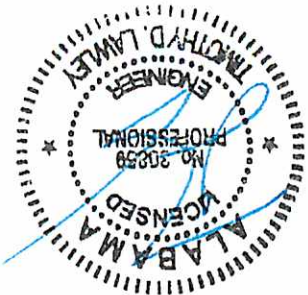
As Its Mayor

Date: \_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
Lisa A. Hanks, City Clerk

**EXHIBIT A  
TO THE MAINTENANCE AGREEMENT**





Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	6" WATER LINE (641-A)	LF	80	\$ 16.00	\$ 1,280.00
2	3" WATER LINE (641-A)	LF	460	\$ 10.00	\$ 4,600.00
3	DUCTILE IRON FITTINGS (641-C)	LBS	350	\$ 4.50	\$ 1,575.00
4	FIRE HYDRANT (641-D)	EA	1	\$ 3,300.00	\$ 3,300.00
5	FLUSH HYDRANT (641-D)	EA	1	\$ 2,500.00	\$ 2,500.00
6	3" GATE VALVE (641-J)	EA	1	\$ 400.00	\$ 400.00
7	3/4" SERVICE TAP (641-P)	EA	14	\$ 550.00	\$ 7,700.00
8	3/4" WATER METER BOX SET (641-Q)	EA	14	\$ 125.00	\$ 1,750.00
9	8" SANITARY SEWER (SDR 26 PVC)	LF	430	\$ 25.00	\$ 10,750.00
10	SANITARY SEWER MANHOLE (645-H)	EA	2	\$ 4,000.00	\$ 8,000.00
11	4" STACKS AND LATERALS (645-E)	LF	190	\$ 12.00	\$ 2,280.00
12	4" FORCE MAIN (645-A)	EA	27	\$ 10.00	\$ 270.00
13	LIFT STATION	LS	1	\$ 65,000.00	\$ 65,000.00
14	2" SEWER GATE VALVE	EA	1	\$ 300.00	\$ 300.00
<b>TOTAL AMOUNT</b>					<b>\$ 109,705.00</b>
<b>30% of Total</b>					<b>\$ 32,911.50</b>

**EXHIBIT A**  
**TO THE MAINTENANCE AGREEMENT**  
**WATER AND SEWER INFRASTRUCTURE WITHIN THE REFERENCED**  
**DEVELOPMENT THAT RSA INTENDS TO DEDICATE TO THE CITY OF FAIRHOPE**  
**FOR MAINTENANCE PURPOSES**  
 Retirement System of Alabama  
 Camellia  
 August 20, 2018

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

**Resolution in Support of Protecting Local Control over Public Streets and Public Assets  
and a Call on Congress to Reaffirm Such Local Control by Reversing  
Recent FCC Actions Related to Wireless Facilities by Enacting H.R. 530.**

**WHEREAS**, local governments have long been the stewards of local public streets and public assets (such as street lighting) vital to ensure the free flow people and goods and to maintain vibrant communities; and

**WHEREAS**, local governments have long advocated for universal access to reliable, high-speed broadband services, as these services are critical for the delivery of education, economic development, employment, and a variety of essential services necessary for success and progress in the 21st century; and

**WHEREAS**, local governments have been leaders in developing innovative solutions for ensuring reliable, high-speed broadband wireline and wireless services are widely available in their communities through their management of public streets and of other public assets in a manner that balances the competing interests and needs of various constituents; and

**WHEREAS**, by means of orders issued on August 2, 2018 and September 26, 2018, the Federal Communications Commission took unprecedented, sweeping action to prevent local governments from effectively managing public assets and to severely compromise their ability to manage the public streets effectively and equitably, taking into account considerations for public safety, public utility services such as water, sewer, gas, and electricity, the travelling public, environmental concerns, and economic development; and further effectively requires local taxpayers to subsidize use of public streets and other public assets by the wireless industry; and

**WHEREAS**, the orders also adversely affect the ability of the City of Fairhope Public Utilities to deliver services safely and cost-effectively; and

**NOW, THEREFORE BE IT RESOLVED**, that the City of Fairhope thanks Congresswoman Eshoo for her leadership and calls on Congress to enact, and President Trump to sign H.R. 530, or similar legislation to invalidate the recent actions taken by the Federal Communications Commission.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to Representative Joe Faust and Senators Chris Ellis and Greg Albritton with a request on behalf of the citizens of Fairhope that they support H.R. 430 or similar legislation.

Adopted on this 11th day of February, 2019

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

Attest:

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



## Small Cell Tower Authority

Alabama Municipal Officials,

There are several initiatives taking place in Washington DC to address the recent FCC rule taking away municipalities' authority of small cell tower placement and oversight. One such proposal, H.R. 530 would overturn the FCC recent action.

We encourage our municipal officials to adopt and forward the attached model resolution supporting Congress to adopt H.R. 530 and overturn the FCC ruling on municipal small cell tower authority.

Should you have any questions, please call me, Lori Lein or Greg Cochran in our office.

Respectfully,  
Ken Smith, Executive Director

**[ALM Model Resolution concerning HR530](#)** (pdf)



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

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

[1] That the City of Fairhope has voted to purchase a 36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course from Jerry Pate Turf & Irrigation as Sole Source Distributor for the Toro Company; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$11,145.33.

Adopted on this 11th day of February, 2019

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

Attest:

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

ES 1/30 AM 10:48

*[Handwritten Signature]*

# City of Fairhope Project Funding Request

Issuing Date: 1/30/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 36 month Renewal Protection Plan for Irrigation Computer System

Project Location: Quall Creek Golf Course

Presented to City Council: 2/11/2019

Funding Request Sponsor: Jeff Willlams, Golf Grounds Supervisor

Project Cash Requirement Requested:  
Cost: \$11,145.33

Vendor: Jerry Pate Turf & Irrigation

Project Engineer: n/a

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

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

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

Project will be:

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

Expense Code: 001550-50290 Grant: \_\_\_\_\_

G/L Acct Name: Professional Services

Project Budgeted: \$11,145.00

Over (Under) budget amount: \$0.33

Comments:

Funding Source:

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

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

City Council Prior Approval/Date? No

<u>_____</u> City Treasurer	<u>_____</u> Finance Director	<u>_____</u> Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>1/30/2019</u>	Delivered To Date: <u>1/30/2019</u>
Request Approved Date: _____	Request Approved Date: <u>1/30/2019</u>	Approved Date: <u>1/30/19</u>
Signatures: <u><i>[Signature]</i></u>	<u><i>[Signature]</i></u> Jill Cabaniss, MBA	<u><i>[Signature]</i></u> Mayor Keith Wilson



## MEMO

Karin Wilson  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

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

Date: January 30, 2019

Re: Requesting greensheet and City Council approval of **budgeted** procurement for a **36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course** and is more than the \$10,000 limit for Council Approval

Jeff Williams, Supervisor of Golf Grounds, and Tom Kuhl, Director of Parks and Recreation request procurement of the **36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course**. The 36-month Renewal Protection Plan from THE TORO COMPANY---NSN is available through the sole source provider in Alabama, Jerry Pate Turf & Irrigation Systems At a cost of **ELEVAN THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND THIRTY-THREE CENTS (\$11,145.33)**.

**Please compose and have approved a greensheet for City Council to approve the procurement of the 36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course at a cost of \$11,145.33 from Jerry Pate Turf & Irrigation**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

CC: file, J Williams, T Kuhl

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

Date: 1/29/19

Subject: 36 month Renewal Protection Plan for Irrigation Computer System \$11,145.33 for Golf Course Grounds Irrigation Computer System.

Please find attached the quote, sole source letter and computer system specifications for renewal plan. We are purchasing the Standard Plan see attachment A. This is a budgeted item under Professional/Contract Services.(50290)

## SALES QUOTE

Quote # 12810  
Location # 01  
Date 03/01/18  
Page Page 1 of 1

209251  
CITY OF FAIRHOPE/QUAIL CREEK CC  
19841 QUAIL CREEK DR  
QUAIL CREEK GOLF COURSE  
FAIRHOPE AL 36532

Ship To:  
CITY OF FAIRHOPE/QUAIL CREEK CC  
19841 QUAIL CREEK DR  
QUAIL CREEK GOLF COURSE  
FAIRHOPE AL 36532

Expiration Date : 04/01/18

Terms: NET 30  
Reps : 074  
Ship Via : FedEx 15 - Ground

Product / Description	Quantity	U/M	Price	Extension
NSN-CLASSIC36-L 36 MONTH NSN RENEWAL OPTION	1		11,145.33	11,145.33
			Subtotal :	11,145.33
			Tax :	0.00
			Total :	11,145.33

Accepted By \_\_\_\_\_ Date \_\_\_\_\_

**IMPORTANT:** All errors in shipment must be claimed within 30 days of receipt of shipment.  
All returns must have a Returned Goods Authorization (RGA) and may be subject to a 15% restocking fee.



# ATTACHMENT A COMPUTER SYSTEM SPECIFICATIONS FOR RENEWAL PLANS

COMPONENTS	STANDARD	PREMIUM
Case	System Model 52603EX-25 UATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte	System Model 52603EX-25 UATX Micro-Tower, 15 pounds, 13"x5.4"x15.5", Matte
Power Supply	System 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Amps, 230V@<3.0Amps, MTBF - 100,000 hrs	System 450W, PFC, 80Plus, 90 ~ 264Vac, 47~63Hz, 115V@<5.5Amps, 230V@<3.0Amps, MTBF - 100,000 hrs
Motherboard	AEON IMBM-H110A Industrial Motherboard, Chipset Micro-ITX, LGA1151 socket, Intel H110	AEON IMBM-H110A Industrial Motherboard, Chipset Micro-ITX, LGA1151 socket, Intel H110
Processor	Intel Socket LGA1151, 7 <sup>th</sup> Generation Intel Core i5 (3.4 ~ 3.9GHz)	Intel Socket LGA1151, 7 <sup>th</sup> Generation Intel Core i7 (3.6 ~ 4.2GHz)
RAM	8.0GB - 1 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM, (2 slots, 16 GB max)	16.0GB - 2 x DDR4 2400/2133/1867 MHz, Dual Channel, UDIMM, (2 slots, 16 GB max)
Audio	Realtek ALC887 (Coily with ALC886) (3) Audio Jacks (Mic-In, Line-In, Line-Out)	Realtek ALC887 (Coily with ALC886) (3) Audio Jacks (Mic-In, Line-In, Line-Out)
Network Interface	(2) RJ45 Intel I211AT Giga LAN on rear I/O	(2) RJ45 Intel I211AT Giga LAN on rear I/O
Primary Storage Device	(1) 256GB Micron SSD	(1) 512GB Micron SSD
Optical Drive	NONE	NONE
Expansion Slots	(6) - 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M Key)	(6) - 1 x PCIe [x16], 2 x PCIe [x1] (open edge), 1 x PCI, 1 x M.2 M Key)
Video/Graphics	Intel HD Graphics (4) - 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution - VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI - up to 4096 x 2304 @ 24Hz.	Intel HD Graphics (4) - 1 x VGA, 1 x DVI-D, 2 x HDMI (Maximum of 2 can be used at the same time) Resolution - VGA/DVI - up to 1920 x 1200 @ 60Hz, HDMI - up to 4096 x 2304 @ 24Hz.
Serial (COM) Ports	(6) - 1 x RS-232/422/485 integrated at rear I/O, 232 9 pin dual port headers (6) - 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front	(6) - 1 x RS-232 9 pin single port header, 4 x RS-232 9 pin dual port headers (6) - 4 x USB 3.0 on rear panel, 2 x USB 2.0 in front
USB Ports	(2) - 1 x Stack Port (1 x Keyboard, 1 x Mouse)	(2) - 1 x Stack Port (1 x Keyboard, 1 x Mouse)
Backup / Recovery Device, Media, Software	(1) - 128GB Flash Drive, Internal Second Copy (License Only)	(1) - 128GB Flash Drive, Internal Second Copy (License Only)
OS Recovery Device / Software	(1) - 128GB Internally mounted USB Flash Drive, Symantec Ghost (License Only)	(1) - 128GB Internally mounted USB Flash Drive, Symantec Ghost (License Only)
Operating System	Windows 10 IOT Enterprise, Embedded, Multit-language, 64 bit (License)	Windows 10 IOT Enterprise, Embedded, Multit-language, 64 bit (License)
Antivirus Software	Emsisoft Antimaware (5 year) (License only)	Emsisoft Antimaware (5 year) (License only)
Speakers	Stereo - On Monitor	Stereo - On Monitor
Keyboard / Mouse	Logitech MK320 Mouse/Keyboard Combo, Wireless	Logitech MK320 Mouse/Keyboard Combo, Wireless
Monitor	24" ViewSonic LED Wide Screen Flat Panel with speakers	32" ViewSonic LED Wide Screen Flat Panel with speakers
Battery Backup	EATON/Powerware SS1000LCD UPS 1000 (or equivalent)	EATON/Powerware SS1500LCD UPS 1500 (or equivalent)
Accessory Kit	See Below **	See Below **

These Components are included in the Tower Only Plans

\*\*Accessory kit contains: 1 - RS-232 in-line surge protection device, 1 - mouse pad, 1 - computer power cord, 1 - High Speed HDMI Video Cable (Premium only), and any other necessary cables and/or software.  
This publication supersedes all previous computer specifications for renewal plans and is subject to change without notice.



The Toro Company  
Toro NSN

**NSN.**

P.O. Box 3339, Abilene, Texas 79604-3339  
- Phone 325/673-8762 – www.toronsn.com – fax 325/673-8765

January 28, 2019

Joe Brown  
Jerry Pate Turf & Irrigation, Inc.  
301 Schubert Dr.  
Pensacola, FL 32504-6958

Dear Joe:

Jerry Pate Turf & Irrigation, (JPTI), is the sole provider of large turf irrigation equipment, warranty replacement and support for the Toro Company. Jerry Pate Turf & Irrigation is the official distributor for the state of Alabama and the only distributor that can bid, sell and represent the Toro Company in that area.

JPTI is the only company able to provide service for the Toro Large Turf Irrigation Systems in the state of Alabama.

The Toro Company is the manufacturer of the existing large turf irrigation software and hardware at your facility and JPTI is the official distributor of The Toro Company and the sole distributor for parts, service and hardware warranty in your area.

If there is ever anything, I can do to assist you or you have any additional questions, please call me at 1-888-676-8676. Again, thank you.

Sincerely,

Mark Stockdale  
Sales Manager & Contracts Manager – The Toro Company - NSN  
[mark.stockdale@toro.com](mailto:mark.stockdale@toro.com)  
(325)795-6609

RESOLUTION NO. \_\_\_\_

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

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

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

The total cost is \$13,051.26.

Adopted on this 11th day of February, 2019

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

Attest:

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



# City of Fairhope Project Funding Request

FEB 1 '19 AM 10:43

*JMA*

Issuing Date: 1/30/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Renewal of Support for the Firewall Security System

Project Location: All City Departments

Presented to City Council: 2/11/2019

Funding Request Sponsor: Jeff Montgomery, IT Director

Project Cash Requirement Requested:  
Cost: \$13,051.26

Vendor: SHI International Corp

Project Engineer: n/a

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

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

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

Project will be:

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

Funding Source:  
Operating Expenses XXX  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Expense Code: Various-50300  
G/L Acct Name: Computer Expense

Project Budgeted: \$28,000.00

Over (Under) budget amount: (\$14,948.74)

Comments:

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

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

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

City Council Prior Approval/Date? No

City Treasurer \_\_\_\_\_ Finance Director \_\_\_\_\_ Mayor \_\_\_\_\_

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/30/2019 Delivered To Date: 1/30/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 1/30/2019 Approved Date: 1/30/19

Signatures: *[Signature]* *[Signature]* *[Signature]*  
Jill Cabaniss, MBA Mayor Karin Wilson



## MEMO

Karin Wilson  
Mayor

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

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

Date: January 30, 2019

Re: Requesting greensheet and City Council approval of budgeted procurement for Firewall Support Renewal for the City through National IPA, in an amount more than the \$10,000 limit for Council Approval

Lisa A. Hanks, MMC  
City Clerk

The City I.T. Department needs to procure the Renewal of Support for the Firewall Security System for City Departments including the Police Department. The Support Renewal is available through the **National IPA** buying cooperative from **SHI International Corp.**, at a cost of **THIRTEEN THOUSAND FIFTY-ONE DOLLARS AND TWENTY-SIX CENTS (\$13,051.26)**. This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in part:

### Section 41-16-51

#### ***Contracts for which competitive bidding not required.***

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

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

**Please compose and have approved a greensheet for City Council to approve the procurement of the City's Firewall Support Renewal at a cost of \$13,051.26 from SHI International Corporation.**

CC; file, J Montgomery

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

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

Here is your Palo Alto renewal. It's the "Plan B" pricing that you discussed with Dana last week.



**Pricing Proposal**

**Quotation #:** 16587460  
**Description:** Palo Alto Renewal (Plan B)  
**Created On:** Jan-28-2019  
**Valid Until:** Feb-15-2019

**City of Fairhope**

**Jeff Montgomery**

555 South Section street  
P.O. Drawer 429  
Fairhope, AL 36533  
UNITED STATES  
Phone: (251) 990-0135  
Fax:  
Email: jeff.montgomery@fairhopeal.gov

**Inside Account Executive**

**Lauren Rallis**

290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shii.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Palo Threat Prevention - Subscription license renewal (1 year) - 1 device - for P/N: PAN-PA-3020 Palo Alto Networks - Part#: PAN-PA-3020-TP-R Contract Name: National Cooperative Purchasing Alliance Contract #: 11-14 Serial #: 001801007216 Coverage Term: Jan-09-2019 – Mar-29-2020	1	\$2,875.22	\$2,875.22
2 Palo PANdb URL Filtering for PA-3020 - Subscription license renewal (1 year) - 1 device in HA pair - hosted Palo Alto Networks - Part#: PAN-PA-3020-URL4-HA2-R Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02 Serial #: 001801004983 Coverage Term: Mar-29-2019 – Mar-29-2020	1	\$1,654.55	\$1,654.55
3 Palo Standard Support - Extended service agreement (renewal) - parts and labor - 1 year - for P/N: PAN-PA-3020 Palo Alto Networks - Part#: PAN-SVC-STND-3020-R Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02 Serial #: 001801007216 Coverage Term: Jan-09-2019 – Mar-29-2020	1	\$1,888.13	\$1,888.13
4 Palo URL Filtering for PA-3020 - Subscription license renewal ( 1 year ) - 1 firewall - hosted Palo Alto Networks - Part#: PAN-PA-3020-URL4-R Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02 Serial #: 001801007216 Coverage Term: Jan-09-2019 – Mar-29-2020	1	\$2,875.22	\$2,875.22
5 Palo Threat Prevention for PA-3020 for High Availability - Subscription license renewal (1 year) - 1 device in HA pair Palo Alto Networks - Part#: PAN-PA-3020-TP-HA2-R Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	1	\$1,654.55	\$1,654.55

Coverage Term: Mar-29-2019 – Mar-29-2020

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6	Palo Premium Support Program - Extended service agreement (renewal) - advance parts replacement - 1 year - shipment - response time: NBD - for P/N: PAN-PA-3020 Palo Alto Networks - Part#: PAN-SVC-PREM-3020-R Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02 Serial #: 001801004983 Coverage Term: Mar-23-2019 – Mar-29-2020	1	\$2,103.59	\$2,103.59
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			Total	\$13,051.26
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**Additional Comments**

Palo Alto has a no returns policy.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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*The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.*



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

### Quotation (Open)

<b>Date</b> Nov 15, 2018 02:40 PM CST	<b>Expiration Date</b> 2018-12-15 Quote
---	---

**Modified Date**  
Nov 15, 2018 03:02 PM  
CST

**Doc #**  
29833 - rev 1 of 1

**Description**  
Palo Alto PA-3020 Renewal

**SalesRep**  
Hopkins, Joey  
(P) 205-413-8323

**Customer Contact**  
Montgomery, Jeff  
(P) 2519900135  
[jeff.montgomery@cofairhope.com](mailto:jeff.montgomery@cofairhope.com)

**Customer**

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

**Bill To**

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

**Ship To**

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

**Customer PO:**

**Terms:**

Net 30 Days

**Ship Via:**

UPS Ground

**Special Instructions:**

**Carrier Account #:**

#	Description	Part #	Tax	Qty	Unit Price	Total
1	Palo Alto Threat Prevention Subscription Renewal - PA-3020	PAN-PA-3020-TP-R	Yes	1	\$3,065.43	\$3,065.43
	Note: Coverage Dates - 9-JAN-19 thru 29-MAR-20 Serial # - 001801007216					
2	Palo Alto PANDB URL Filtering Subscription Renewal - PA-3020	PAN-PA-3020-URL4-R	Yes	1	\$3,065.43	\$3,065.43
	Note: Coverage Dates - 9-JAN-19 thru 29-MAR-20 Serial # - 001801007216					
3	Palo Alto Standard Support Renewal - PA-3020	PAN-SVC-STND-3020-R	Yes	1	\$1,941.44	\$1,941.44
	Note: Coverage Dates - 9-JAN-19 thru 29-MAR-20 Serial # - 001801007216					
4	Palo Alto Networks Threat Prevention Subscription Renewal for Devices in HA Pair - 1 Year - PA-3020	PAN-PA-3020-TP-HA2-R	Yes	1	\$1,764.00	\$1,764.00
	Note: Coverage Dates - 29-MAR-19 thru 29-MAR-20 Serial # - 001801004983					
5	Palo Alto Networks PANDB URL Filtering Subscription Renewal for Devices in HA Pair - 1 Year -PA-3020	PAN-PA-3020-URL4-HA2-R	Yes	1	\$1,764.00	\$1,764.00
	Note: Coverage Dates - 29-MAR-19 thru 29-MAR-20 Serial # - 001801004983					
6	Palo Alto Networks Premium Support Renewal - 1 Year - PA-3020	PAN-SVC-PREM-3020-R	Yes	1	\$2,162.98	\$2,162.98
	Note: Coverage Dates - 29-MAR-19 thru 29-MAR-20 Serial # - 001801004983					

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - PRICE DOES NOT INCLUDE TAXES OR DELIVERY COSTS - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - SERVICE COSTS ARE ESTIMATED BASED ON OUR KNOWLEDGE OF THE PROJECT - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. - ALL ACTUAL EXPENSES (INCLUDING TRAVEL, CAR RENTAL AND OTHER COMMONLY ACCEPTED EXPENSES) WILL BE INVOICED. - FIRST PAYMENT OF 50% OF TOTAL IS DUE UPON SIGNATURE. EQUIPMENT AND SOFTWARE WILL BE ORDERED WHEN THE PAYMENT IS RECEIVED. - INVOICES ARE PAYABLE ON RECEIPT. ALL SUMS NOT PAID WHEN DUE SHALL ACCRUE INTEREST DAILY AT THE ANNUAL RATE OF 18%. - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING - REFERENCE THE FOLLOWING DOCUMENTS: CWT-0102 FOR ITOPS MANAGED SERVICES, CWT-0103 FOR ITOPS ONLINE BACKUP, CWT-0104 FOR ITOPS DISASTER RECOVERY, CWT-0161 FOR VIRTUALIZATION IMPLEMENTATION AND CWT-9999 FOR NORMAL TERMS AND CONDITIONS.

Subtotal:	\$13,763.28
Tax (0.000%):	\$0.00
Shipping:	\$0.00
<b>Total:</b>	<b>\$13,763.28</b>

Print Name:

---

Signature:

---

Date:

---

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2018.

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

FEB 1 10 44 AM

*[Handwritten Signature]*

Project Name: Award Extension #2 of Bid No. 008-17 lift Station Odor Control Chemical; effective 4/1/2019 & ending 3/31/20

Project Location: Various lift stations

Presented to City Council: 2/11/2019

Funding Request Sponsor: Jay Whitman and Tim Manuel

Project Cash Requirement Requested:  
Cost: \$ 224,475.00 Estimated annual cost based on contract pricing & FY 2018 usage

Vendor: BioMagic

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 XXX	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 <u>XXX</u>	Operating Expenses <u>XXX</u>
Capitalized _____	Budgeted Capital _____
Inventoried _____	Unfunded _____

Expense Code: 004020-53010

G/L Acct Name: Chemicals & Testing

Project Budgeted: \$225,000.00

Over (Under) budget amount: (\$525.00)

Comments:

Funding Source:

Grant: _____	Federal - not to exceed amount
Bond: _____	State
Loan: _____	City
_____	Title _____ Year _____
_____	Title _____ Year _____
_____	_____
Capital Lease: _____	Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>1/31/2019</u>	Delivered To Date: <u>2/1/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/1/2019</u>	Approved Date: <u>2/1/19</u>
Signatures: _____	<i>[Signature]</i> Jill Cabaniss, MBA	<i>[Signature]</i> Mayor Karin Wilson





## MEMO

Karin Wilson  
Mayor

To: Jill Cabaniss, Director of Finance  
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: January 31, 2019

Re: Requesting City Council Award **Extension #2** of Bid No. 008-17 lift Station Odor Control Chemical

Lisa A. Hanks, MMC  
City Clerk

On March 31, 2017, **Bid No. 008-17 Lift Station Odor Control Chemical** a contract was issued to **BioMagic** of Costa Mesa, CA and it was to terminate on March 31, 2018. Extension #1 was approved and executed and will end on March 31, 2019. The Mayor has requested that the City exercise the option of extending the Bid one additional and final year (**Extension #2**) to **terminate on March 31, 2020**.

If approved, **Extension #2** will be awarded to, **BioMagic** of Costa Mesa, CA for the contract unit prices quoted on January 24, 2017 when the Bid was opened and recorded. The Vendor is in agreement with the **Extension #2** terms (see attached letter).

**Please place on the next available City Council Agenda this request to extend for the second and final additional year, the award of Extension #2 of Contract for Bid No.008-17 Lift Station Odor Control and authorize the Mayor to execute Contact Extension #2 with BioMagic**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

Cc: file, Tim Manuel, J Whitman

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



January 26, 2019

City of Fairhope  
Dee Dee Brandt  
555 S. Section Street  
Fairhope, AL 36532

Re: RFQ 008-17 Lift Station Odor Control Chemical

Dear Dee Dee

On behalf of Biomagic, Inc., we would like to submit our request for an additional one year extension of Bid No. 008-17. All terms and conditions, including price, will remain the same as stated in the original bid.

Should you have any questions regarding this extension request or require additional information, please contact me or William Paul. Thank you for your consideration.

David C. Watt

Chief Executive Officer

City of Fairhope

Extension No. 2 of Contract for
Bid No 008-17 Lift Station Odor Control

This EXTENSION NO.2 of CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_, 2017, for the purpose of extending the contract known as BID No. 008-17 Lift Station Odor Control, dated March 31, 2017 ("Original Contract") between the City of Fairhope and BioMagic, Inc (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension #2, is described below:

BID NO. 008-17 Lift Station Odor Control, and was to end on March 31, 2018 at 11:59 p.m.

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the original time period March 31, 2018 at 11:59 p.m. and will end on March 31, 2019, at 11:59 p.m

3. The Parties agree to Extension #2 to the Original Contract and first extension, for a SECOND AND FINAL period, which will begin immediately upon the expiration of the first extension time period March 31, 28, 2019, at 11:59 p.m and will end on March 31, 2020, at 11:59 p.m.

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

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

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 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

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 \_\_\_, 2019

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

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

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

GreenSouth Solutions, LLC

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)

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone(s)

\_\_\_\_\_  
(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 Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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

## CITY OF FAIRHOPE

## BID TABULATION and Recommendation

BID NO: 008-17

BID NAME: LIFT STATION ODOR CONTROL CHEMICAL

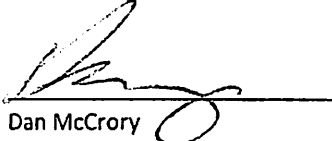
BID OPENED: January 24, 2017 10:00 a.m.

Note: Bid Bond REQUIRED

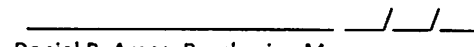
VENDOR	BID BOND SUBMITTED	Addenda 1 & 2	Bid Proposal Executed / Signed / Notarized	COST PER METERED GALLON	DOLLARS PER SITE PER YEAR	ANNUAL TOTAL
<b>BioMagic, Inc.</b>	yes	yes	yes			<b>\$224,475.00</b>
Twin Beech PS				\$6.00	\$37,230.00	
Carya Point PS				\$6.00	\$4,380.00	
Woodlands PS				\$6.00	\$32,850.00	
Quail Creek PS #1				\$6.00	\$28,470.00	
East of the Sun PS				\$6.00	\$15,330.00	
White Grove PS				\$6.00	\$15,330.00	
Thompson Hall PS				\$6.00	\$26,280.00	
Grand Hotel PS				\$6.00	\$21,900.00	
Baldwin 1 PS				\$6.00	\$10,950.00	
Point Clear Court PS				\$6.00	\$10,950.00	
Southland Place PS				\$6.00	\$9,855.00	
Rohr Street				\$6.00	\$10,950.00	
<b>Evoqua Water Technologies, LLC</b>	yes	yes	yes			<b>\$ 364,166.70</b>
Twin Beech #1				\$5.71	\$56,696.20	
Carya Point PS				\$5.71	\$9,377.50	
Woodlands PS				\$5.71	\$55,624.54	
Quail Creek PS #1				\$5.71	\$29,853.54	
East of the Sun PS				\$5.71	\$37,329.68	
White Grove PS				\$5.71	\$12,247.60	
Thompson Hall PS				\$5.71	\$46,362.28	
Grand Hotel PS				\$5.71	\$56,760.76	
Baldwin 1 PS				\$5.71	\$6,858.66	
Point Clear Court				\$5.71	\$3,827.38	
Southland Place				\$5.71	\$29,879.05	
Rohr PS Street				\$5.71	\$19,349.51	
<b>USP Technologies, LLC</b>						<b>NO BID</b>
Twin Beech #1						
Carya Point PS						
Woodlands PS						
Quail Creek PS #1						
East of the Sun PS						
White Grove PS						
Thompson Hall PS						
Grand Hotel PS						
Baldwin 1 PS						
Point Clear Court						
Southland Place						
Rohr PS Street						

Thornton, Musso, Bellemin	no response					
US Water Services, Inc.	no response					
US Filter Company, Inc	no response					
Water and Waste Specialties, LLC	no response					
ChemStation Gulf Coast	no response					
Industrial Chemical	no response					
PENCCO, Inc	no response					
F2 Industries, LLC	no response					
DPC Enterprises	no response					
Norit Americas, Inc.	no response					
J.H. Wright & Associates, Inc.	no response					
North American Commercial	no response					
Kemper Industries, Inc.	no response					
ACT Specialty Chemicals, Inc.	no response					
North American MANTEK	no response					
Thatcher Chemical of Florida	no response					
Water Treatment & Controls Company	no response					
ALTIVA Chemicals	no response					
NRP Group, Inc.	no response					
Harrington Industrial Plastics	no response					

RECOMMENDATION: Award Bid to BioMagic, Inc. in the amounts listed above.


  
 Dan McCrory
   
 Superintendent Water and Sewer
   
 City of Fairhope

1125117


  
 Daniel P. Ames, Purchasing Manager
   
 Purchasing Manager
   
 City of Fairhope

**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. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$260,000.00 based on FY2018.

Adopted on this 11th day of February, 2019

---

Karin Wilson, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk



### City of Fairhope Project Funding Request

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

*[Handwritten Signature]*

Project Name: Award Extension #2 of Bid No. 011-17 Tree Trimming Services; effective 4/13/2019 & ending 3/31/20

Project Location: City wide

Presented to City Council: 2/11/2019

Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: Michael Allison, Electric Superintendent

Changed \_\_\_\_\_

Project Cash Requirement Requested:

Rejected \_\_\_\_\_

Cost: approx \$260,000.00 (\$173.28 unit hourly billing rate)  
See attached schedule of detailed hourly costs

FY 2018 total was \$258,730

Vendor: Burford's Tree, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

#### Department Funding This Project

General	Gas	Electric XXX	Water	Sewer	Gas Tax	Cap Proj	Impact
<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 XXX  
Capitalized \_\_\_\_\_  
Inventoried \_\_\_\_\_

Funding Source: \_\_\_\_\_  
Operating Expenses XXX  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Expense Code: 003-50365  
G/L Acct Name: Maintenance-Plant

Grant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Project Budgeted: \$260,000.00

Over (Under) budget amount: \$0.00

Bond: \_\_\_\_\_  
Loan: \_\_\_\_\_

Title \_\_\_\_\_ Year \_\_\_\_\_  
Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Capital Lease: \_\_\_\_\_

Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Mayor

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/31/2019

Delivered To Date: 2/1/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 2/1/2019

Approved Date: 2/1/19

Signatures: \_\_\_\_\_

*[Handwritten Signature]*  
Jill Cahariss, MBA

*[Handwritten Signature]*  
Mayor Karin Wilson



## 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

Date: January 31, 2019

Re: Requesting City Council Award **Extension #2 of Bid No. 011-17 Tree Trimming Services**

Lisa A. Hanks, MMC  
City Clerk

On April 12, 2017, **Bid No. 011-17 Tree Trimming Services** Contract was issued to **Burford's Tree, Inc.** of Anniston, AL and it was to terminate on April 12, 2018. Extension #1 was approved and executed and will end on April 12, 2019. The Mayor has requested that the City exercise the option of **extending the bid one additional and final year** (Extension #2) to **terminate on March 31, 2020.**

If approved, **Extension #2** will be awarded to **Burford's Tree, Inc.** of Anniston, AL for the contract unit prices quoted on March 7, 2017 when the Bid was opened and recorded. The Vendor is in agreement with the extension (see attached letter).

**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.011-17 Tree Trimming Services and authorize the Mayor to execute Contact Extension #2 with Burford's Tree, Inc.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

Cc: file, M Allison

251-928-2136

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

4229 Choctaw Street  
Anniston, Alabama 36206  
Tel (256) 820-0481  
FAX (256) 820-8733



## BURFORD'S TREE

January 24, 2019

Mike Allison  
555 South Section Street  
P.O. Drawer 429  
Fairhope, AL 36533  
318-928-8003

Mr. Allison,

Our contract for Tree Trimming Services is due to expire on April 12, 2019. Is there an opportunity to extend our current contract for another year, with the current rates, to expire on April 12, 2020? We appreciate your consideration.

Sincerely,

A handwritten signature in black ink that reads "Ernie Mills". The signature is written in a cursive, flowing style.

Ernie Mills  
Vice President  
Burford's Tree, LLC  
Cell 256-453-3916  
Office 256-403-2994

City of Fairhope

Extension No. 2 of Contract for
Bid No 011-17 Tree Trimming Services

This EXTENSION NO.2 of CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_, 2019, for the purpose of extending the contract known as BID No. 011-17 Tree Trimming Services dated April 12, 2017 ("Original Contract") between the City of Fairhope and Burford's Tree, Inc. (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension #2, is described below:

BID No. 011-17 Tree Trimming Services, and was to end on April, 12, 2018 at 11:59 p.m.

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the original time period April 12, 2018 at 11:59 p.m. and will end on April 12, 2019, at 11:59 p.m

3. The Parties agree to Extension #2 to 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 April 12, 2019, at 11:59 p.m and will end on April 12, 2020 at 11:59 p.m.

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

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

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 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

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 \_\_\_, 2019

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

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

**CONTRACTOR**

**If Corporation, Partnership, or Joint Venture**

GreenSouth Solutions, LLC

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)

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Telephone(s)

\_\_\_\_\_  
(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 Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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


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

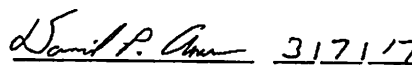
CITY OF FAIRHOPE  
 BID TABULATION and Recommendation  
 BID NUMBER: 011-17  
 BID NAME: TREE TRIMMING SERVICES 2017  
 OPENED: March 7 2017, 9:00 a.m.

VENDOR	Non-Collusion/ Proposal Executed /Signed / Notarized	Instructions /Specification Compliance (two crews)	Bid Bond	State Contractor License	Addendum # 1 & 2 signed
BURFORD'S TREE INC.	YES	YES	YES	20672	YES
	<b>LABOR</b>	<b>Hourly Billing</b>	<b>Extended Hourly Billing Rate</b>		
	Crew 1--Foreman/Trimmer (1)	\$25.00	\$37.50		
	Ground man (1)	\$16.00	\$24.00		
	Crew 2--Bucket Operator/Trimmer (1)	\$21.00	\$31.50		
	Ground man (1)	\$16.00	\$24.00		
	Knuckleboom Operator (1)	\$21.00	\$31.50		
	<b>EQUIPMENT</b>	<b>Hourly Billing</b>	<b>Extended Hourly Billing Rate**</b>		
	Aerial Squirt Boom, 2WD,>35'	\$10.00	\$10.00		
	Aerial Lift, 2WD.,>52'	\$14.00	\$14.00		
	Aerial Lift 2WD,>75' Elevator	\$17.00	\$17.00		
	Chipper, Disc	\$3.00	\$3.00		
	Power Saw	\$0.50	\$0.50		
	Brush Saw	\$0.00	\$0.00		
	Telescoping Power Saw-20 feet	\$0.00	\$0.00		
	Loader Truck, Knuckle Boom	\$29.78	\$29.78		
	<b>Total of 1 Unit of Each Total</b>	<b>\$173.28</b>	<b>\$222.78</b>		
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
**Left blank but confirmed with vendor					
ASPLUNDH TREE EXPERT COMPANY	YES	YES	YES	12871	YES
	<b>LABOR</b>	<b>Hourly Billing</b>	<b>Extended Hourly Billing Rate</b>		
	Crew 1--Foreman/Trimmer (1)	\$32.40	\$48.60		
	Ground man (1)	\$25.71	\$38.57		
	Crew 2--Bucket Operator/Trimmer (1)	\$30.81	\$46.22		
	Ground man (1)	\$25.71	\$38.57		
	Knuckleboom Operator (1)	\$30.81	\$46.22		

EQUIPMENT	Hourly Billing	Extended Hourly Billing Rate			
Aerial Squirt Boom, 2WD,>35'	NA	NA			
Aerial Lift, 2WD.,>52'	\$16.64	\$16.64			
Aerial Lift 2WD,>75' Elevator	\$25.64	\$25.64			
Chipper, Disc	\$4.56	\$4.56			
Power Saw	\$0.81	\$0.81			
Brush Saw	\$0.81	\$0.81			
Telescoping Power Saw-20 feet	NA	NA			
Loader Truck, Knuckle Boom	\$48.32	\$48.32			
<b>Total 1 Unit of Each Total</b>	<b>\$242.22</b>	<b>\$314.96</b>			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
SPOTSWOOD TREE SERVICE	NO RESPONSE				
TFR ENTERPRISES, INC.	NO RESPONSE				
A ARBORIST ON BOARD TREE SERVICE	NO RESPONSE				
TREE KING TREE SERVICE	NO RESPONSE				
JUBILEE LANDSCAPE, Inc	NO RESPONSE				
CROWDER-GULF	NO RESPONSE				
CHANCELLOR CONSTRUCTION INC.	NO RESPONSE				
W.A.KENDALL & CO INC	NO RESPONSE				

Recommendation: Award to BURFORD'S TREE INC. in the amounts listed in their Bid Response.

 3/7/17  
 Jimmy Cluster  
 Superintendent Electric Department

To my knowledge this is an accurate tabulation  
 3/7/17  
 Daniel P. Ames  
 Purchasing Manager

**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 40 Push-to-Talk Devices and Services for 157 Devices through Verizon; and the equipment is available for direct procurement through the South Alabama Purchasing Association (“SAPA”) [Contract No. 2016-05)]; and therefore, does not have to be let out for bid. This has been nationally bid through the SAPA’s bid process. The total cost is \$50,824.08.

Adopted on this 11th day of February, 2019

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

Attest:

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



## City of Fairhope Project Funding Request

JAN 28 11 57 AM 2019  
**ZAH**

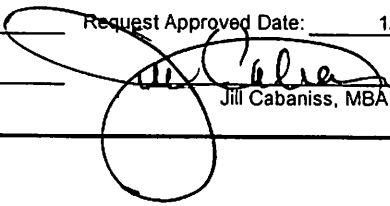
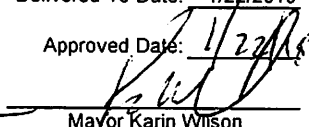
Issuing Date: 1/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: <u>Procurement of (40) Push-to-Talk devices and services for (157) devices through Verizon</u>	
Project Location: <u>Police Department and Utilities</u>	
Presented to City Council: <u>1/28/2019</u>	Resolution # : Approved _____
Funding Request Sponsor: <u>Jeff Montgomery, IT Director</u>	Changed _____
	Rejected _____
Project Cash Requirement Requested: Cost: <u>\$50,824.08</u>	
Vendor: <u>Verizon Wireless</u> (SAPA buying group)	
Project Engineer: <u>n/a</u>	
Order Date: <u>n/a</u>	Lead Time: <u>n/a</u>

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

Project will be:	Funding Source:	
Expensed <u>XXX</u>	Operating Expenses <u>XXX</u>	
Capitalized _____	Budgeted Capital _____	
Inventoried _____	Unfunded _____	
Expense Code: <u>001150; 002,003,004010,004020-50380</u>	Grant: _____	Federal - not to exceed amount
G/L Acct Name: <u>Telephone</u>		State _____
		City _____
Project Budgeted: <u>\$37,413.00</u>	Bond: _____	Title _____ Year _____
Over (Under) budget amount: <u>\$13,411.08</u>	Loan: _____	Title _____ Year _____
Comments: <div style="border: 1px solid black; width: 300px; height: 30px; display: inline-block;"></div>	Capital Lease: _____	Payment _____ Term _____

City Council Prior Approval/Date? <u>No</u>		
_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>1/22/2019</u>	Delivered To Date: <u>1/22/2019</u>
Request Approved Date: _____	Request Approved Date: <u>1/22/2019</u>	Approved Date: <u>1/22/2019</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson



## 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

Date: January 22, 2019

Re: Council Approval -- Greensheet request for over \$10,000 for **157 PTT services** and the replacement of **40 Push-To-Talk devices** (one-time charge) from **Verizon Wireless** through the **SAPA (South Alabama Purchasing Association) purchasing group contract.**

Lisa A. Hanks, MMC  
City Clerk

The I.T. Department requests approval to procure 40 PTT devices and 157 services to replace existing Southern LINC devices and services, through the SAPA Purchasing group contract to be used throughout the City. This procurement is with **VERIZON WIRELESS** through the **SAPA** (buying cooperative) **Contract Bid #2016-05** for Cellular Telephone and therefore does not need to be let out for bid. (see Attached contract)

*City Treasurer*

The cost of these new devices and services will be Three Thousand Six Hundred Thirty-Five Dollars and Forty Cents (\$3,635.40) per month which is **FORTY-THREE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS AND FORTY-EIGHT CENTS (\$43,624.48)** a year plus a one-time hardware cost of **SEVEN THOUSAND ONE HUNDRED NINETY-NINE DOLLARS AND SIXTY CENTS (\$7,199.60)**, for a total of **FIFTY THOUSAND EIGHT HUNDRED TWENTY-FOUR DOLLARS AND EIGHT CENTS (\$50,824.08)** for this request.

**NOTE:**

See Attached Vendor Support Services Quote for details.

**Please compose a greensheet and forward to City Council to approve this procurement of the 40 communication devices and services for 157 devices throughout the City departments from Verizon Wireless through the SAPA buying group in the amount of \$50,824.08.**

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

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

Cc: file, J Montgomery

## Verizon Port Without Numbers Summary

<b>DEPARTMENT/Cost Center</b>	<b>Service Quantity</b>	<b>Service Pricing</b>	<b>Device Quantity</b>	<b>Device Price</b>
Building Department Count	8	\$ 221.02	0	\$ -
Community Development Count	5	\$ 89.95	0	\$ -
Electric Count	19	\$ 364.37	0	\$ -
Fire Department Count	1	\$ 2.00	0	\$ -
Gas Count	18	\$ 314.40	0	\$ -
Golf Count	3	\$ 53.97	0	\$ -
IT Count	3	\$ 21.99	0	\$ -
Meter Department Count	5	\$ 209.95	5	\$ 899.95
Operator Count	2	\$ 35.98	0	\$ -
Planning Department Count	2	\$ 61.68	0	\$ -
Police Count	56	\$ 1,754.93	35	\$ 6,299.65
Public Works Count	8	\$ 16.00	0	\$ -
Purchasing Count	3	\$ 53.97	0	\$ -
Recreation Count	1	\$ 30.84	0	\$ -
Sewer Count	11	\$ 194.75	0	\$ -
Water Count	12	\$ 209.60	0	\$ -
<b>TOTALS</b>	<b>157</b>	<b>\$ 3,635.40</b>	<b>40</b>	<b>\$ 7,199.60</b>

<b>Service Type</b>	<b>Quantity</b>
PTT Appt to existing Smartphone	27
PTT Only	68
Unlimited Minutes, Text, & PTT	22
Unlimited Minutes, Text, Data & PTT	40

# South Alabama Purchasing Association (SAPA)

A division of: South Alabama Regional Planning Commission (SARPC)

110 Beaugard Street  
Mobile, Alabama 36633

sarpc

## Extension No. 2 of Contract

For

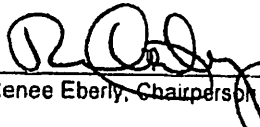
Bid No: 2016-05 - "Cellular Telephone"

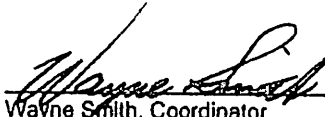
This EXTENSION No 2 OF CONTRACT ("Extension") is made the 10th day of February, 2019, dated, ("Original Contract") between the South Alabama Purchasing Association, herein known as "SAPA" and "Verizon Wireless", Mobile, Alabama..

1. The Original Contract, which is attached hereto as a part of this extension, is described below  
  
Bid No: 2016-05 and will end on February 10, 2020.
2. The Parties agree to extend the Original Contract for an additional period, with Extension No 1, which will begin immediately upon the expiration of the original time period, and will end on February 10, 2020.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

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

SAPA

  
\_\_\_\_\_  
Renee Eberly, Chairperson

  
\_\_\_\_\_  
Wayne Smith, Coordinator

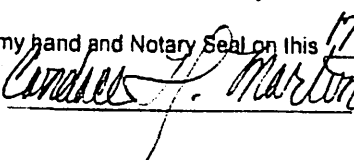
NOTARY FOR SAPA

STATE OF ALABAMA)  
BALDWIN/MOBILE/ESCAMBIA COUNTY)

I, the undersigned authority in and for said State and County, hereby certify that the persons having signed this instrument is known to me, acknowledged before me on this day, that, being informed of the contents of the document executed the same voluntarily on the date the same bears date

Given Under my hand and Notary Seal on this 17th day of JANUARY, 2019.

Notary Public

  
\_\_\_\_\_  
Candace J. Martin

My Commission Expires 06/07/2020

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

If Corporation, Partnership, or Joint Ventures

Cellco Partnership d/b/a Verizon Wireless

Signature of Corporation, Partnership, or Joint Venture

BY: [Signature]  
(Signature of Officer Authorized to Sign  
Bids and Contracts for the Firm)

Executive Director, Contracts  
(Position or Title)

10170 Junction Drive, Suite 200  
(Business Mailing Address)

Annapolis Junction, MD 20701  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number)

Todd.Loccisano@verizonwireless.com  
(Email Address)

\_\_\_\_\_  
(General Contractor's License Number)

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

**THIS MUST BE NOTARIZED!**

STATE OF Maryland )  
 )ss:  
COUNTY OF Anne Arundel )

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

Todd Loccisano as Executive Director, Contracts  
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

Respectively, of Cellco Partnership d/b/a Verizon Wireless  
(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 16th day of January, 2019.

Notary Public [Signature]

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

**ROXANNE N. MARTIN**  
Notary Public-Maryland  
Frederick County  
My Commission Expires  
October 07, 2019

# **CONTRACT**

**SOUTH ALABAMA  
PURCHASING ASSOCIATION**

**&**

**CELLCO PARTNERSHIP D/B/A  
VERIZON WIRELESS**

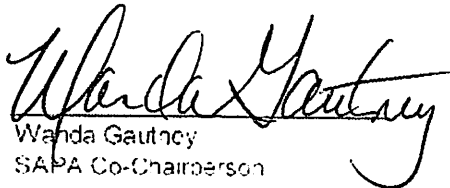
**for  
Cellular Telephone Service  
and Related Equipment**

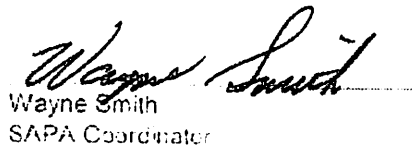
Pursuant to the State Bid Law, the Intergovernmental Agreement and By-Laws of SAPA, members of SAPA may choose to use the state bid list; bid the same items themselves; use the SAPA bid; or use the bids of other cooperative arrangements legally available to each member. SAPA reserves the right to disregard all bid responses if the same or similar bid items are available on the state bid list for a price equal to or less than any prices in all bid responses for a particular bid. SAPA may choose to award or not award a bid taking into consideration bid items and prices on the state bid list.

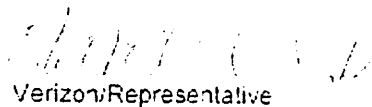
Therefore, after evaluating the bid, it was found that all specifications were met and pricing was considered fair. A recommendation was sent to SAPA Members to accept Bid Number SAPA 2016-05. After votes were received in favor of accepting the bid, a Contract Award with SAPA has been issued based on the ITB.

Due to the verbiage written in the ITB we are in compliance with Alabama State Bid Law. The award of all Bids / Proposals will be made by the Chairman and other SAPA Members in accordance to the provisions set forth in the Intergovernmental Agreement.

The vendor is bound by the terms and conditions of the GSA Federal Supply Schedule Contract No. GS-35F-0119P (incorporated by reference) and their Response to ITB No. SAPA-2016-05 (incorporated by reference). Any vendor found deviating from their ITB will void their SAPA Contract Award and disqualify their company from any future ITB's published by SAPA. However, if a vendor's company can provide better terms and conditions for the SAPA Membership. They must first submit the changes to SAPA for approval. After approval this change will be made public to all Members and the other vendors.

  
Wanda Gauthney  
SAPA Co-Chairperson

  
Wayne Smith  
SAPA Coordinator

  
Verizon Representative

Todd Loccisano,  
Executive Director - Government Contracts

Date Contract Executed: February 10, 2017

COUNTY OF BALDWIN  
COUNTY OF MOBILE  
STATE OF ALABAMA

CELLULAR TELEPHONE SERVICE AND RELATED EQUIPMENT

This Agreement is by and between the South Alabama Purchasing Association, a purchasing cooperative in Mobile and Baldwin Counties, Alabama, known as SAPA, and Cellco Partnership d/b/a Verizon Wireless, (hereinafter the "Vendor or Contractor") following the Vendor's low bid in its response to an Invitation to Bid on Requisition No. 2016-05 which was opened on November 18, 2016 at 11:00 am, local time. The program reflected the following:

Target Sheet

MINUTES INCLUDED	VERIZON PRICE	VERIZON ADDITIONAL MINUTES RATE AFTER ALLOWANCE (CENTS/MINUTE)
100	\$23.06	N/A
200	\$26.24 monthly access charge (pooled minutes) Overage Rate \$0.25 minute	N/A
300	N/A	N/A
400	\$26.91 monthly access charge (non-pooled minutes) \$28.84 monthly access charge (pooled minutes)	
600	\$39.41 monthly access charge (non-pooled minutes) \$41.34 Monthly access charge (pooled minutes)	
1000	\$50.96	



<i>VERIZON</i>	<i>PRICE</i>
Vzw Jetpack 4G LTE Mobile Hotspot MiFi 6620L	\$0.00
Ellipsis Jetpack MHS800L 4G LTE	\$29.99
Ellipsis Jetpack MHS815L 4G LTE	\$29.99
MiFi Global USB Modem 620L 4G LTE	\$0.00
Vzw Jetpack 4G LTE Mobile Hotspot AC791L	\$0.00

### **Section 1: Cellular Minute Plans and Pricing**

<u>Verizon</u>
<ul style="list-style-type: none"> <li>• Domestic Nights &amp; Weekends Minutes – Unlimited</li> <li>• Domestic Mobile to Mobile Minutes – Unlimited</li> <li>• Included Domestic Text/PIX/FLIX – 200 per month</li> <li>• Domestic Long Distance – Included</li> <li>• Unlimited Domestic Push-to-talk Plus - \$2.00 additional per user, per month</li> </ul>
<ul style="list-style-type: none"> <li>• Domestic Voice/Data Bundle Minutes Monthly access charge (non-pooled minutes) 400 min - \$46.15; 600 min - \$58.64; 1000 min - \$70.19</li> <li>• Domestic Voice/Data Bundle Minutes Monthly access charge (pooled minutes) 400 min - \$48.07; 600 min - \$60.57; 1000 min - \$72.11</li> <li>• Overage Rate - \$0.25 per min</li> </ul>

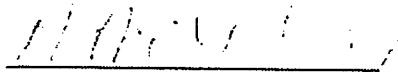
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Section 3: Air Card Rate Plan or other plans available

<i>VERIZON</i>	<i>PRICE</i>
Vzw Jetpack 4G LTE Mobile Hotspot MiFi 6620L	\$0.00
Ellipsis Jetpack MHS800L 4G LTE	\$29.99
Ellipsis Jetpack MHS815L 4G LTE	\$29.99
MiFi Global USB Modem 620L 4G LTE	\$0.00
Vzw Jetpack 4G LTE Mobile Hotspot AC79IL	\$0.00

VENDOR Celco Partnership d/b/a Verizon Wireless

VENDOR SIGNATURE



(Name)

Todd Loccisano

Executive Director - Government Contracts

# CONTRACT

THIS CONTRACT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by SAPA and/or SAPA Member, hereinafter called the "Owner", and CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS, a general partnership organized and existing under the laws of the State of Delaware, hereinafter called the "Contractor" on the  
Bid Number: SAPA 2016-05.

The OWNER and the CONTRACTOR agree as set forth below:

1. The contract consists of all of the items contained within this contract, the terms and conditions of the General Services Administration (GSA) Federal Supply Schedule (FSS) Contract No. GS-35F-0119P, and the Contractor's Response to Bid No. SAPA-2016-15 dated November 10, 2016.
2. The CONTRACTOR shall deliver wireless telecommunications services and products pursuant to the terms and rates of Contractor's GSA FSS Contract No. GS-35F-0119P (incorporated by reference) and as described in the Contractor's Response to Bid No. SAPA-2016-15 dated November 10, 2016.

WITNESSETH: That the parties hereto do mutually agree as follows:

## 1. TERMS OF CONTRACT:

The term of the Contract shall be for a period of ONE (1) year from the signing date of contract, with the option to renew bid or contract for TWO (2) additional years thereafter in ONE (1) year increments if terms and conditions, including service pricing, remain the same, and both parties are in agreement to renewing the bid or contract. Therefore, the Contract will begin on 2/10/2017, and terminate on Feb 10, 2017-2018.

## 2. ORDERING

The OWNER shall order services and products by issuing Purchase Orders (if applicable) or blanket Purchase Order (if applicable) to the CONTRACTOR. The OWNER agrees to pay CONTRACTOR the prices as reflected on the Contractor's Response to Bid No. SAPA-2016-15 for the products and/or services.

## 3. INVOICES

Contractor is to invoice OWNER upon receipt of products and/or services. The Owner is to be invoiced on a monthly basis, in arrears, for payment of products or services received associated with this bid.

## 4. PAYMENT

Payment will be made for services and products delivered in accordance with this Agreement.

### a. Compensation:

Payment shall be based upon the rates set forth in the awarded bidder's "bid response" form.

### b. Invoices:

Will be sent to SAPA member (Owner) to billing address Owner gives Contractor.

### c. Payment of Invoice:

All invoices received by the Owner are payable within thirty (30) days from the date of receipt by the Owner.

## 5. GENERAL CONDITIONS:

a. **Indemnity:** Verizon Wireless shall not be liable to SAPA, its employees, agents, or any third party for injuries to persons or property arising from SAPA's use of the wireless telephone radio unit or related equipment, any defect in the equipment, or the installation, repair or maintenance of the equipment by any parties who are not employees of Verizon Wireless, subcontractors of Verizon Wireless, or otherwise acting on Verizon Wireless' behalf. Verizon Wireless' performance hereunder shall be excused if caused by equipment failure, acts of God, strikes, severe weather conditions, fire, riots, war, earthquakes, equipment or facility shortage beyond Verizon Wireless' reasonable control or any other causes beyond Verizon Wireless' reasonable control.

Verizon Wireless is a provider of wireless telecommunications services; consequently, we contend that a written guarantee for workmanship or materials exceeds the scope of services being provided. However, as part of the wireless handset equipment package, the OWNER will receive the manufacturer's consumer warranty, typically one (1) year in length. If equipment is within the warranty period, warranty-covered costs for defect or failure should be covered by the manufacturer. Some equipment may need to be returned directly to the manufacturer for repair under the warranty guidelines.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHICH ARE INCURRED BY THE OTHER PARTY AND WHICH ARISE OUT OF ANY ACT OR FAILURE TO ACT RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM OR OF THE POSSIBILITY OF SUCH DAMAGES, AND IN ON EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

IN NO EVENT SHALL VERIZON WIRELESS BE LIABLE FOR LOSSES, DAMAGES, OR CLAIMS ARISING OUT OF SAPA'S USE OR ATTEMPTED USE OF 911 OR E911 SERVICE, NOR SHALL VERIZON WIRELESS BE LIABLE FOR SAPA'S INABILITY TO ACCESS 911 OR E911 SERVICE.

## 6. TERMINATION OF AGREEMENT

a. **Termination for Default:** (if applicable) Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the Contractor has failed to meet the requirements of this Agreement.

a. The OWNER has a right to terminate for default if the contractor fails to perform as identified herein.

b. **Termination for Convenience:** OWNER has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by OWNER, shall be paid by OWNER.

c. **Non-Availability of Funds:** If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period the contract may be cancelled by any SAPA member.

## 7. INSURANCE REQUIREMENTS

All Insurance Requirements will be met as stated within the requirements issued by the individual SAPA member.

## 8. TIME IS OF THE ESSENCE

The OWNER and CONTRACTOR agree that time is of the essence in the performance of this Agreement.

**9. FAMILIARITY WITH THE WORK:**

The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the wireless telecommunications services and products requested herein.

**10. CONTRACTOR LIABILITY:**

Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, employees and subcontractors.

**11. MISCELLANEOUS PROVISIONS:**

Neither Party may assign or transfer their interest in the CONTRACT or sublet it as a whole without the express written permission of the other Party, which shall not be unreasonably withheld.

No waiver, alteration, consent or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

This CONTRACT is considered a non-exclusive CONTRACT between the parties.

This CONTRACT 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 CONTRACT shall be heard in the Courts of Baldwin County or Mobile County, Alabama, depending in which county the SAPA member (Owner) resides.

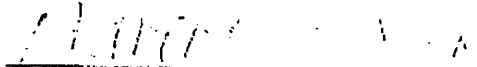
This CONTRACT, contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other CONTRACT, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

This CONTRACT 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 CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

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

Cellco Partnership d/b/a Verizon Wireless  
(Print Name of Company)

Todd Luccisano, Executive Director - Government Contracts  
(Print Name of Representative Authorized to sign this  
and Contracts for the firm)

  
(Signature of Representative Authorized to sign this and  
Contracts for the firm)

7600 Montpelier Road  
(Address)

Phone Number (240) 568-1411 \_\_\_\_\_ Fax Number (301) 362-3913 \_\_\_\_\_

Primary e-mail address vzwoovernmentcontracts@verizonwireless.com

Alabama Secretary of State Entity ID for Cellco Partnership 046-460

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 \_\_\_\_\_  
\_\_\_\_\_

Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_

Primary e-mail address \_\_\_\_\_

Alabama CONTRACTOR's License No. (If Required) \_\_\_\_\_ Foreign Corporation Entity  
ID \_\_\_\_\_

---

For the South Alabama Purchasing Association (SAPA),

Wanda Gautney 2/10/17  
Wanda Gautney, Co-Chairperson Date

Wayne Smith 2-10-17  
Wayne Smith, Coordinator Date



Notary for Individual or Corporation

STATE \_\_\_\_\_ OF \_\_\_\_\_

Maryland

COUNTY OF Howard

I the undersigned authority in and for said State and County, hereby certify that John L. ...  
as Executive Director respectively of Cellco Partnership d/b/a Verizon Wireless  
(the company name)

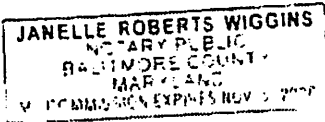
whose name is signed to the foregoing document and who is known to me, acknowledged before me

on this day that, being informed of the contents of the document they executed the same voluntarily on  
the day the same bears date

Given under my hand and Notary Seal on this 3<sup>rd</sup> day of February, 2016

Janelle Roberts Wiggins  
Notary Public

My commission expires 11/5/20



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

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

[1] That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Golf Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2019 Ford F250 SuperCab                      **Cost is \$25,644.00**

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

JAN 29 '19 PM 5:10 *JMK*

Issuing Date: 1/23/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 2019 Ford F250 Super Cab 4x2 Pickup

Project Location: Golf Grounds

Resolution # : \_\_\_\_\_

Presented to City Council: 2/11/2019 Approved \_\_\_\_\_

Funding Request Sponsor: Jeff Williams, Golf Grounds Supervisor Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$25,644.00

Vendor: Stivers Ford Lincoln of Montgomery, AL  
(State of AL Bid Number T191A)

Project Engineer: n/a

Order Date: n/a Lead Time: 10 weeks ARO

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

Project will be:

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

Expense Code: 001550-50470 Grant: \_\_\_\_\_ Federal - not to exceed amount

G/L Acct Name: Capital Purchases State \_\_\_\_\_

Project Budgeted: \$25,000.00 City \_\_\_\_\_

Over (Under) budget amount: \$644.00 Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

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

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

Comments:

City Council Prior Approval/Date? No

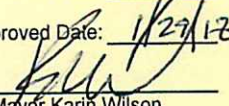
City Treasurer _____	Finance Director _____	Mayor _____
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Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/22/2019 Delivered To Date: 1/23/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 1/23/2019 Approved Date: 1/23/19

Signatures: \_\_\_\_\_  


  
 Jill Cabaniss, MBA
 

  
 Mayor Karin Wilson



## 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, ACO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Date: January 22, 2019  
Re: **Greensheet --CC Approval request for over \$10,000 Vehicle Procurements for the Recreation Dept--Golf Division that is over the budgeted for \$25,000**

The **Recreation Department--Golf Division** is requesting procurement of **One (1) 2019 Ford F250 Super Cab 4X2 Pickup** budgeted for \$25,000.00 for FY 2019. The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 16.

I am submitting the following current cost summary for this vehicle (see attached spreadsheet).

1). ONE (1) 2019 **Ford F250** Super Cab 4X2 Pickup Model. Delivered cost is: **TWENTY-FIVE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$25,644.00)**

The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

### NOTES:

See Attached Vendor CUT-SHEET printout for details.  
Delivery Approximately 10 weeks ARO

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the of one (1) 2019 Ford F250 Super Cab 4X2 Pickup for \$25,644.00 from Stivers Ford Lincoln of Montgomery, Al.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

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

Cc: File, Jeff Williams, Tom Kuhl, T Bung

Craig McAdams  
334-613-5000  
334-613-5018 fax

**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Last Updated: 12/13/2018  
Revision 19.0

**2019 FORD F250 SUPER CAB 4x2 PICKUP - FAIRHOPE - GOLF COURSE**

**CONTRACT NUMBER:** MA999 16000000008 (T191A)      **LINE NUMBER:** 16      **CONTRACT AMOUNT:** \$22,956

**INCLUDES:** 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 148" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel  
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat  
AM/FM Radio, Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer Tow Package w/ 7 / 4 way Plug  
Manual Trailer Tow Mirrors w/ Spot Mirrors, 2 Powr Points, Advance Trac w/ Roll Stability Control,  
Trailer Sway Control, Hill Start Assist Control, Front Tow Hooks,  
2.5" Receiver, Trailer Tow Mirrors and Rear View Camera. 10,000 lbs. GVWR

**STATE CONTRACT PRICE (T191A)**

164	148" Wheelbase w/ 8.0' Box	\$	22,956	<input checked="" type="checkbox"/>
996	6.2L V8 385 Horsepower	\$	300	<input checked="" type="checkbox"/>
X3E	3.73 Electronic Axle	Included		
18B	Cab Steps - Black Molded	\$	390	<input checked="" type="checkbox"/>
BL3	Spray-in Bed Liner - ( 8' Bed )	\$	445	<input checked="" type="checkbox"/>
LED	4 Corner LED Strobe Lights	\$	549	<input checked="" type="checkbox"/>
TBM	LT245/75Rx17E BSW AT	\$	569	<input checked="" type="checkbox"/>
		\$	165	<input checked="" type="checkbox"/>

**EXTERIOR COLOR:**

Z1 Oxford White \*\*      NC     

**INTERIOR OPTIONS:**

AS 40/20/40 Viynl Seats - Medium Earth Gray ( XL )      Std     

**DELIVERY - \$1.50 PER MILE ONE-WAY**

\$ 270     

**Total Price ( each )**

**\$ 25,644**

**STATE CONTRACT TERMS:**

**PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE: ( Required )**

\_\_\_\_\_

**DATE SIGNED: ( Required )**

\_\_\_\_\_

**PURCHASE ORDER NUMBER: ( Required )**

\_\_\_\_\_

Quantity

\_\_\_\_\_

**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 Recycle and Sanitation Cans and Lids for FY2019; and the items are available for direct procurement through the National Intergovernmental Purchasing Alliance (Agreement No. 171717] and U.S. Communities [Agreement No. RFP-00254)]; and therefore, does not have to be let out for bid. This has been nationally bid through both group's bid process. The total cost with a not to exceed \$91,286.00.

Adopted on this 11th day of February, 2019

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

Attest:

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



# City of Fairhope Project Funding Request

JAN 29 '19 PM 5:10

Issuing Date: 1/23/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Recycle and Sanitation Cans and Lids for FY2019

Project Location: Public Works Sanitation Department

Presented to City Council: 2/11/2019

Funding Request Sponsor: Dale Linder

Project Cash Requirement Requested:  
Cost: \$91,286.00 (not to exceed)

Vendor: Toter, LLC and Rehrig Pacific Company  
(National IPA and US Communities, respectively)

Project Engineer: n/a

Order Date: n/a Lead Time: 3-4 weeks

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

Department Funding This Project							
General XXX	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	Sanitation-40 XXX

Project will be:

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

Funding Source: \_\_\_\_\_  
Operating Expenses XXX  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Expense Code: 001400-51470  
G/L Acct Name: Purchases-Recycle Bins/Garbage Cans

Project Budgeted: \$91,286.00

Over (Under) budget amount: \$0.00

Comments:

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

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

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

City Council Prior Approval/Date? No

City Treasurer Finance Director Mayor

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/22/2019 Delivered To Date: 1/23/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 1/23/2019 Approved Date: 1/29/19

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



## MEMO

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

Karin Wilson  
Mayor

Date: January 22, 2019

Re: **Council Approval and Greensheet for Budgeted procurement, over \$10,000 for fiscal year, Recycle and Sanitation Cans and Lids for Public Works Dept for FY2019.**

*Council Members:*

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

Lisa A. Hanks, MMC  
City Clerk

For the fiscal year 2019, the Public Works Department Sanitation Division requests approval to procure Rehrig Recycle bins and Toter 96 gallon Garbage cans and replacement Toter lids with City logos, and continuing our sequential numbering. The **Rehrig Recycle bins** can be purchased through the **US Communities agreement #RFP-00254**; and the **Toter** items can be purchased through the **National IPA agreement #171717** awarded to City of Tucson 2-1-2018.

If approved, the procurement would be at current cost levels and the costs for the Fiscal Year 2019 will be approximately **NINETY-ONE THOUSAND TWO HUNDRED EIGHTY-SIX DOLLARS (\$91,286.00)**. The procurement will be through Municipal buying groups, and will not impact our bid limit for like items. The pricing of this item is dependent on the oil market, and is subject to fluctuations in that market.

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 limit for City Council approval. The recommended vendors are Toter, LLC, and Rehrig Pacific Company.

See attached quotation for details.

**Please compose and have approved, a greensheet for this procurement of garbage carts for the Public Works Department; to be provided by Toter, LLC and Rehrig Pacific Company through Agreements with National IPA and US Communities respectively.**

Cc: file, Dale Linder, 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)



## Dee Dee Brandt

---

**From:** Dale Linder  
**Sent:** Tuesday, January 22, 2019 12:13 PM  
**To:** Dee Dee Brandt  
**Subject:** Sanitation Budgets

Dee Dee,  
Pending order for Sanitation:

Toter 96 Gallon Cans:

- 200 cans per order
- 3 order this year
- 600 cans total

Toter Lids

- 200 lids per order
- 3 orders this year
- 600 Lids total

Rehrig Recycle Bins

- 600 Bins per order
- 3 Orders this year
- 1,800 bins total

This is probable what will be ordering this year-  
Thank you for your help-

Dale Linder  
City of Fairhope  
PH: 251.928.8003  
Dale.Linder@COFairhope.com

## Dee Dee Brandt

---

**From:** Dale Linder  
**Sent:** Wednesday, January 16, 2019 8:22 AM  
**To:** Dee Dee Brandt  
**Cc:** Jill Cabaniss; Arthur Bosarge  
**Subject:** Sanitation Cans & Bins Green Sheet  
**Attachments:** Rehrig Recycle Bins City of Fairhope.pdf; Toter 96 lids & hardware\_V1.pdf; fairhope Toter Garbage Can order confirmation.pdf

Dee Dee,

As requested:

- 2019 Toter Garbage Can and lid pricing-
- Rehrig Recycle Bin Pricing-

This request is to set up green sheet approval for:

- 001400-51470 / Purchase of Recycle Bins & Garbage Cans
- Total 51470 Budget for 2019: \$91,286.00

Once the green sheet is approved I can go ahead and start ordering cans , lids, and bins for sanitation dept use-  
Please let me know if you need any additional information-  
Thank you-

Dale Linder  
City of Fairhope  
PH: 251.928.8003  
Dale.Linder@COFairhope.com



Locations:  
 1000 Raco Court, Lawrenceville, GA 30046  
 625 West Mockingbird Lane, Dallas, TX 75247  
 1738 W. 20th St, Erie, PA 16502  
 7452 Presidents Dr, Orlando, FL 32809


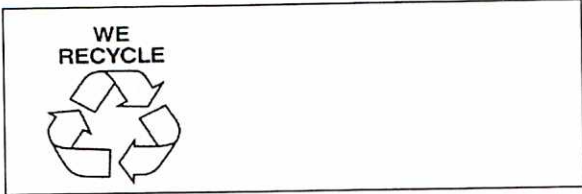
8875 Commerce Dr, DeSoto, KS 66018  
 7800 100th St, Pleasant Prairie, WI 53158  
 4010 East 26th St, Los Angeles, CA 90058

# Proposal

Proposal #: CI334 08152018

August 15, 2018

<b>Bill-to:</b>	<b>Ship-to:</b>
City of Fairhope P.O Box 429 Fairhope, AL 36533	City of Fairhope 555 South Section Street Fairhope, AL 36533
<b>Billing Contact:</b>	<b>Shipping Contact:</b>
Dale Linder 251.928.8003 <a href="mailto:Dale.Linder@COFairhope.com">Dale.Linder@COFairhope.com</a>	Same

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>Bin Type:</b> 18 Gallon Bin New Style Body Color Requested: Pepsi Blue  <b>Artwork:</b> 	296	\$8.04	\$ 2,379.84
<b>Bin Type:</b> 18 Gallon Bin New Style Body Color Requested: Forest Green  <b>Artwork:</b> 	296	\$8.04	\$ 2,379.84

Is Product Taxable?	No	Subtotal =	\$4,759.68
Is Freight taxable?	No	Tax on Product =	\$0.00
Tax Rate:	0.00%	Truckload Freight Rate =	\$484.00
Terms:	Net 30 Days	Tax on Freight =	\$0.00
		<b>Total =</b>	<b>\$5,243.68</b>

**ADDITIONAL INFORMATION:**

RFP-00254  
**Contract Options:** US Communities  
**Ship From:** Lawrenceville, GA facility  
**Leadtime:** 2 weeks  
**Warranty:** 5 year unprorated warranty  
**Quote Valid:** 60 Days  
**Taxes:** All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

\*\*\* All Credit Card transactions are subject to a 2% processing fee.

<b>PRESENTED BY:</b>	<b>ACCEPTED BY:</b>
Brandon Becker Environmental Sales Representative Direct: 678-491-8573 Email: bbecker@rehrig.com	
Angela Kirchwehm Environmental Customer Service Specialist Direct: 262-947-5948 Email: akirchwehm@rehrig.com	Sign and Print Name _____ Date _____ Title: _____

*To initiate order, please call or send signed proposal via email to Presented By representative or CSR.*



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10092710

Sell To:

Contact Name Dale Linder
Bill To Name City of Fairhope
Bill To 555 S Section St
Fairhope, AL 36532-1609
USA
Email dale.linder@cofairhope.com
Phone (251) 928-8003

Ship To Name City of Fairhope
Ship To 555 S Section St
Fairhope, AL 36532-1609
USA

Quote Information

Salesperson Pascual Ramos
Salesperson Email pramos@wastequip.com
Salesperson Phone (629) 702-0074

Created Date 10/5/2018
Expiration Date 11/3/2018
Quote Number WQ-10092710
Please Reference Quote Number on all
Purchase Orders

Table with 6 columns: Model, Product Description, Selected Option, Quantity, Sales Price, Total Price. Rows include Model B99796, Model 5197-00-0000, and Model 5610-00-M522.

Payment Terms Net 30 Days if credit has been established
Shipping Terms FOB Origin
Subtotal \$789.30
Shipping \$131.84
Tax \$0.00
Grand Total \$921.14

Additional Information

Additional Terms Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: https://www.wastequip.com/terms-conditions-of-sale, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing, accepted delivery within 45 days of Order acceptance by Toter. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Please Note: Pricing and Product offerings is based on the National IPA agreement through Toter's Contract No. 171717 as awarded by the City of Tucson on 2-1-2018. Per the terms of this contract, pricing and products are evaluated every three (3) months for price adjustments based on current market conditions, at any time without prior notice, and after City of Tucson approval. The current pricing is effective 05/01/2018. Toter, LLC Product Warranties, Disclaimers, Limitation of Liability and Remedies, and Limited Warranty Provisions apply to all purchases thereunder.



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10092710

**Signatures**

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**

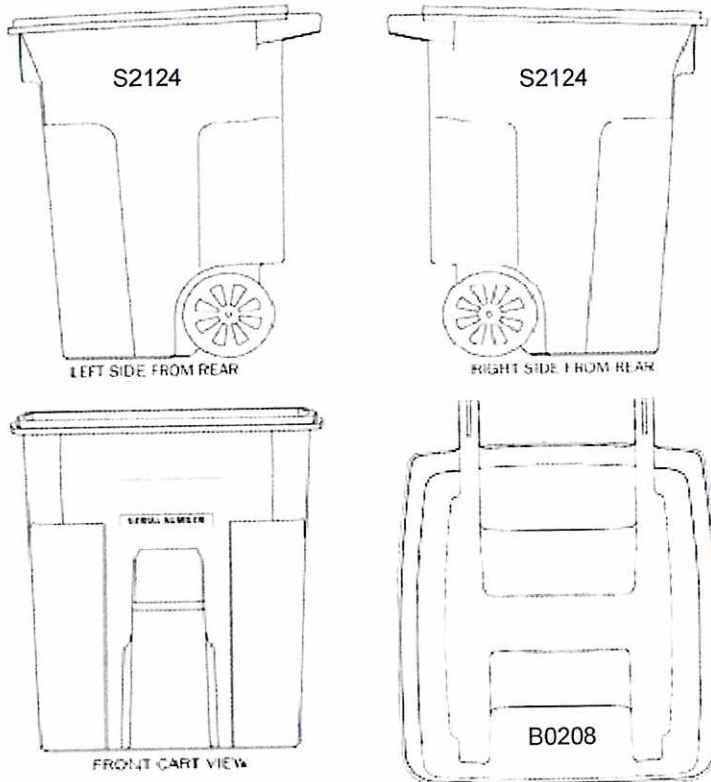




CUSTOMER ORDER CONFIRMATION

Quote: 65616866 Line: 1

Date: 9/27/2018



PO #: 20186335-00 Customer: City Of Fairhope

\*\*Delivery Address: 555 South Section St.  
Fairhope, AL 36532

Model #: 79296 Quantity: 120 Price: \$51.13

Item Description: 96 GAL UNIV/NEST EVR2

Body Color: 968 GREENSTONE Lid Color: 200 BLACK-GEN2

Serial Number Range: B9605495 - B9605614

Serial Number Color: Body - White

Body Hot Stamp Position: Body - Both Sides

Body Hot Stamp #: S2124

Body Hot Stamp Msg: CITY OF FAIRHOPE AL

Color of Hot Stamp(s): Body - White

Lid HS Color: Lid Hot Stamp Position:

Lid Hot Stamp #: LHS Msg:

Lid/HS Insert #: B0208 Lid Graphic #:

Lid/HS Insert Msg: CITY OF FAIRHOPE AL LG Msg:

Lid/HS Insert Color: Lid - N/A Lid Graphic Position:

Wheel Type: 10" SUNBURST-5/8" AXLE

Freight Cost: \$1,200.26

Assembly: 2/3 Assembled with Lids Down

Option 1:

Option 2:

A/D:

Special Inst:

Receiving Days S M T W TH F S ALL

#Trucks per day: Requirement Date:

Receiving Hours From: To:

Delivery Contact Name:

Delivery Contact Number:

Delivery Contact Email:

Customer Signature Date

**\*\*Ensure the delivery address is correct as there will be a reconsignment fee of \$240 plus \$1.91 per mile including fuel for address that are changed after shipment.\*\***

By signing above, you have confirmed all information on this document is correct and give approval for carts to be manufactured exactly as directed. The Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <<https://www.wastequip.com/terms-conditions-of-sale>>, as of the date set forth above, are made a part of this Order Confirmation. These WQ T&Cs may be updated from time to time and are available by hardcopy upon request.

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

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

[1] That the City of Fairhope has voted to purchase a Kubota Diesel Zero Turn Mower (Model ZD1211 H-72) for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T255

Kubota Diesel Zero Turn Mower with Canopy      **Cost is \$13,068.97**

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 1/30/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of (1) one ZD1211 H-72 Kubota Zero Turn Mower

Project Location: Recreation Department

Presented to City Council: 2/11/2019

Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: Tom Kuhl, Parks and Recreation Director

Changed \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$13,068.97

Rejected \_\_\_\_\_

Vendor: Capital Tractor, Inc.  
(State Contract T225 #4013275)

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

### Department Funding This Project

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

Project will be:

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

Funding Source:  
Operating Expenses \_\_\_\_\_  
Budgeted Capital XXX  
Unfunded \_\_\_\_\_

Expense Code: 001250-50470  
G/L Acct Name: Capital Purchases Vehicles & Equipment

Grant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal - not to exceed amount  
State

Project Budgeted: \$13,500.00

City

Over (Under) budget amount: (\$431.03)

Bond: \_\_\_\_\_  
Loan: \_\_\_\_\_

Title \_\_\_\_\_ Year \_\_\_\_\_  
Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Capital Lease: \_\_\_\_\_

Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Mayor

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/30/2019

Delivered To Date: 1/30/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 1/30/2019

Approved Date: 1/30/19

Signatures:  \_\_\_\_\_  
Jill Cabaniss, MBA

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





MEMO

To: Jill Cabaniss, Finance Director

From: Delores A Brandt  
Delores A Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: January 30, 2019

Council Members:

- Kevin G. Boone
- Robert A. Brown
- Jack Burrell, ACOMO
- Jimmy Conyers
- Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Greensheet and Council approval of over \$10,000 operational Budgeted item ---the procurement of one (1) Kubota ZERO TURN Mower for the Recreation Department from **State Contract**

The Recreation Department needs to procure one **ZD1211 H-72 KUBOTA Zero Turn Mower** This item can be purchased from the **Alabama State Contract T225 #4013275 Line 0040** through **Capital Tractor, Inc.** The **total cost is THIRTEEN THOUSAND SIXTY-EIGHT DOLLARS AND NINETY-SEVEN CENTS (\$13,068.97)** for the zero turn mower which is under the budgeted amount of \$13,500.00.

<b>Line 00040 ZD1211</b>	<b>\$13,068.97</b>
--------------------------	--------------------

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 benchmark for City Council approval of Operational Budgeted items. The recommended vendor is **Capital Tractor, Inc**, of Montgomery AL

NOTES:  
See attached quotation for details.

**Please compose a greensheet and obtain City Council approval for this over \$10,000, Recreation Department BUDGETED expenditure for FY2018 for a zero turn mower from Capital Tractor, Inc, by using State Contract T225 #4013275.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

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

CC: Files, T. Kuhl

## Jennifer Bush

---

**From:** Tom Kuhl  
**Sent:** Wednesday, January 30, 2019 7:13 AM  
**To:** Dee Dee Brandt  
**Cc:** Jennifer Bush  
**Subject:** Recreation equipment  
**Attachments:** zero turn.pdf; fairway mower.pdf

Purchasing Manger Dee Dee Brandt

Attached are 2 quotes that need green sheets to go to council for approval

- 1) Budgeted Zero Turn Mower budgeted \$13,500.  
State contract #4013275 to Capital Tractor Cost \$ 13,068.97
- 2) Budgeted Fairway mower budget \$ 54,000.  
Sourcewell grounds maintenance contract # 062117-DAC to Deere and Company Cost \$ 56,548.60

Tom Kuhl  
Director Parks and Recreation  
City of Fairhope Al.  
251 990 0151  
[tom.kuhl@fairhopeal.gov](mailto:tom.kuhl@fairhopeal.gov)



1498 FURNACE ST. MONTGOMERY, AL 36104 334.264.0086

**FOR:** City of Fairhope  
tom.kuhl@fairhopeal.gov  
251-990-0151

**DATE:** 1/30/19  
**DELIVERY:** 30 Days  
**QUOTED BY:** Caleb Greer  
**QUOTE #:**

**WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:**

QUANTITY	DESCRIPTION	PRICE	NET
	State Contract 4013275		
	T225		
<b>Line 00039</b>	<b>ZD326H-72 Kubota Zero Turn Mower</b>	\$ 15,677.00	\$ 12,384.83
	***The ZD326 was the heavy duty, diesel, 72"		
	diesel mower in the Kubota line back in 2015		
	when contract 4013275 was originally bid***		
<b>Line 00040</b>	<b>Options as List Less 21%</b>		
	<b>Delete 326, add 1211 (model number update)</b>	\$ 866.00	\$ 684.14
	***The ZD326 is no longer in production.		
	ZD1211 is its direct replacement, but has a few		
	upgraded features. As a result, list price is higher.		
	ZD1211 is quoted because it is as close as we can		
	get to the ZD326***		
		<b>SUBTOTAL:</b>	\$ 13,068.97
		<b>TAX:</b>	Exempt \$ -
		<b>TOTAL W/ TAX</b>	\$ 13,068.97

Price includes delivery, 2 keys, manuals. Quote good for 45 days.

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

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

[1] That the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2019, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 ERTS at \$75.00 per unit at a not to exceed annual cost of \$30,000.00.

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

2/3/19  
JAH

Project Name: Procurement of 400 gas meters ERTs

Project Location: Gas Department

Presented to City Council: 2/11/2019

Funding Request Sponsor: Terry Holman, Gas Superintendent

Project Cash Requirement Requested:  
Cost: \$ 30,000.00

Vendor: Consolidated Pipe & Supply Co, Inc.

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

Expense Code: 002-14015  
G/L Acct Name: Inventory

Project Budgeted: balance sheet item

Over (Under) budget amount: n/a

Comments: Although inventory is not budgeted, Gas Department's expected budgeted cash flow significant enough for funding

Funding Source:

Operating Expenses \_\_\_\_\_  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Grant: \_\_\_\_\_

Bond: \_\_\_\_\_  
Loan: \_\_\_\_\_

Capital Lease: \_\_\_\_\_

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

Title \_\_\_\_\_ Year \_\_\_\_\_  
Title \_\_\_\_\_ Year \_\_\_\_\_

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>1/31/2019</u> Request Approved Date: <u>2/1/2019</u> Signatures: <u>Jill Cabaniss, MBA</u>	<u>Mayor</u> Delivered To Date: <u>2/1/2019</u> Approved Date: <u>2/1/19</u> Signatures: <u>Mayor Karin Wilson</u>
---	--	---



## MEMO

Date: January 31, 2019

Karin Wilson  
Mayor

To: Jill Cabaniss, Director of Finance

From: *Delores A Brandt*  
Delores A Brandt, Purchasing Manager

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

Re: Placing on City Council agenda approval to procure gas meter ERTs for the Gas Department, for over \$10,000 from FY 2019 operational budgeted inventory item

Lisa A. Hanks, MMC  
City Clerk

The Gas Department has need to procure gas meter ERTs, over this fiscal year 2019. The units must fit into our existing, standardized system. These units are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

*The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.*

The estimated **number of units for this order, FOUR HUNDRED (400)**, is itemized on the Attached quotation from Consolidated Pipe & Supply Co., Inc., of Mobile, AL, the sole-source distributor for the Neptune ERTs. The **cost of this procurement will be \$30,000.00**, including freight. This is over the \$10,000.00 City Council approval limit.

**Please compose a greensheet, and move forward to the next available City Council agenda, this procurement approval request for gas meter ERTs, at a cost of \$30,000.00, for the remainder of this FY 2019 operational budget item.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

CC: file, T Holman, Richard Peterson

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

CONSOLIDATED PIPE AND SUPPLY CO., INC.  
CUSTOMER QUOTE

4180 Hall Mill Road  
PO Box 191057  
Mobile AL 36619  
0029 - MICHA LAMBERT  
Office 251-666-6691  
WATS 800-699-6691  
Fax 251-666-5311

Quote Nbr: 213843 000  
Quote Date: 1/22/2019  
Job: R900G

Page 1

350133 - FAIRHOPE CITY OF  
WATER & SEWER  
P O BOX 429  
FAIRHOPE AL 36533

Good Until: 2/22/2019  
To: MICHA  
Email: MLAMBERT@CONSOLIDATEDPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
400.0	NEPTUNE R900G AMER 250/425/AC630/12750-000	75.00 EA	30,000.00
Total:			30,000.00

January 2, 2019

To Whom It May Concern:

At this time Consolidated Pipe and Supply Co. is the only Neptune distributor authorized in the state of Alabama to sell RF meter reading equipment and Neptune water meters and parts. Consolidated Pipe and Supply is authorized by Neptune to submit an offer for Neptune water meters and related products.

Neptune Technology Group is the only manufacturer of Neptune meters. Our headquarters and manufacturing facility is located in Tallassee, Alabama. Additional company information can be found at our website [www.neptunetg.com](http://www.neptunetg.com).



Thank you for your interest in Neptune products. If you have any questions, please contact your local Consolidated Pipe & Supply representative, Micha Lambert 251-533-5239 or your local Neptune representative, Kevin Smith at 334-799-3760.

Regards,

A handwritten signature in black ink that reads "Chris Knapp". The signature is written in a cursive, flowing style.

Chris Knapp  
Field Support Manager



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

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

[1] That the City of Fairhope approves the procurement of Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2019, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 Gas Meters and accessories at a not to exceed annual cost of \$71,690.68.

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

FEB 1 10 51 AM 2019  
JMK

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 400 additional gas meters with connections and regulators

Project Location: Gas Department

Presented to City Council: 2/11/2019

Funding Request Sponsor: Terry Holman, Gas Superintendent

Project Cash Requirement Requested:  
Cost: \$ 71,690.68

Vendor: Elster American Meter Co.

Project Engineer: n/a

Order Date: n/a

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

Lead Time: Meters-20 weeks ARO  
Regulators-12-14 weeks ARO

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

Expense Code: 002-14015  
G/L Acct Name: Inventory

Project Budgeted: balance sheet item

Over (Under) budget amount: n/a

Comments: Although inventory is not budgeted, Gas Department's expected budgeted cash flow significant enough for funding

Funding Source:

Operating Expenses \_\_\_\_\_  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

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

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

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

City Council Prior Approval/Date? No

City Treasurer \_\_\_\_\_ Finance Director \_\_\_\_\_ Mayor \_\_\_\_\_

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 1/31/2019 Delivered To Date: 2/1/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 2/1/2019 Approved Date: 2/1/19

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



**MEMO**

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

Date: January 31, 2019

Re: Greensheet/City Council approval to procure additional gas meters w/connections and regulators as inventory for the Gas Department, budgeted and over \$10,000, for remainder of 2019

Karin Wilson  
 Mayor

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

Lisa A. Hanks, MMC  
 City Clerk

City Council approved the budget for FY2019, The Gas Dept has need to procure additional gas meters w/ connections and regulators for the fiscal year 2019. The estimated amount of SEVENTY-ONE THOUSAND SIX HUNDRED NINETY DOLLARS AND SIXTY-EIGHT CENTS (\$71,690.68) for 400 meters w/ connections and regulators an inventory Item, will be obtained through **Ed Young Sales, Inc.**, sole Distributor for **Elster American Meter Co**, in Alabama. The units must fit into our existing, standardized system and are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

*The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality.*

The estimated numbers of units needed for the remainder of the fiscal year are:

Item Number	Description	QTY	Price	Discount	Amount	Schedule Date Request Date
AC250 W/ECI INDEX	5#WP METER W/ECI CUSTOMER FURNISHED	400.0	\$92.83	\$0.00	\$37,132.00	
Line Notes: TARIFF SURCHARGE: \$1.57 EACH - NOT INCLUDED IN THE UNIT PRICE						
#1 SPR REDUCING GMI-BSI AC630	CONNECTION SET	400.0	\$9.60000	\$0.00	\$3,840.00	
25#/WP W/ERT	25#WP, W/ERT FACTORY MOUNT	24.0	\$ 530.30000	\$0.00	\$12,727.20	
Line Notes: TARIFF SURCHARGE: \$2.66 EACH NOT INCLUDED IN UNIT PRICE						
AL425 10# W/ERT	10#WP METER W/ERT GUST. FURNIS	12.0	\$ 233.99	\$0.00	\$ 2 807.88	
Line Notes: TARIFF SURCHARGE: \$2.66 EACH NOT INCLUDED IN UNIT PRICE						
30LT GMI-BSI 1813C 3/4"X3/4" 2#	CONNECTION SET SERVICE REGULATOR	36.0	\$17.60000	\$0.00	\$ 633.60	
		400.0	\$29.10000	\$0.00	\$11,640.00	
Line Notes: TARIFF SURCHARGE: \$0.27 EACH NOT INCLUDED IN UNIT PRICE						
1813C 3/4"X3/4"	SERVICE REGULATOR	100.0	\$29.10	\$0.00	\$ 2 910.00	
Line Notes: TARIFF SURCHARGE: \$0.27 EACH NOT INCLUDED IN UNIT PRICE						

161 North Section  
 Street PO Drawer 429  
 Fairhope, Alabama  
 36533

251-928-2136

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

The estimated cost of this procurement will be **\$71,690.68**. This is over the \$10,000.00 City Council approval limit.

**Please compose a greensheet, and move forward to the next available City Council agenda, this procurement approval request for 400 gas meters and accessories for inventory at an estimated cost of \$71,690.68.**

Cc: file, Terry Holman, R. Peterson



# ED YOUNG SALES COMPANY, INC.

*Manufacturer's Representatives serving the Energy Industry*



Quote	
<u>Quote Number</u> Q013019	<u>Date</u> 1/30/2019
Printed : 1/30/2019	Page: 1

Principal
Principal PO # Q013019 Elster American Meter Company 27953 Network Place Carol Stream, IL 60673-1953 Tel: 402-873-0703 Fax: 402-873-7616

Invoice To		Sold To		Ship To	
Fairhope, City of 555 South Section St. PO Drawer 429 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156		Fairhope, City of 555 South Section St. PO Drawer 429 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156		Fairhope, City of 555 South Section St.-36532 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156	
<b>Terms</b> NET 30	<b>Sales Rep</b> MIKE JAVON	<b>FOB</b> FACTORY	<b>Ship Via</b> BEST WAY	<b>Cancel Date</b>	
<b>Item Number</b>	<b>Description</b>	<b>QTY</b>	<b>Price</b>	<b>Discount</b>	<b>Amount</b>
AC250 W/ECI INDEX	5#WP METER W/ECI CUSTOMER FURNISHED	400.0	\$92.83000	\$0.00	\$37,132.00
Line Notes : TARIFF SURCHARGE: \$1.57 EACH - NOT INCLUDED IN THE UNIT PRICE					
#1 SPR REDUCING GMI-BSI	CONNECTION SET	400.0	\$9.60000	\$0.00	\$3,840.00
AC630 25#WP W/ERT	25#WP, W/ERT FACTORY MOUNT	24.0	\$530.30000	\$0.00	\$12,727.20
Line Notes : TARIFF SURCHARGE: \$2.66 EACH NOT INCLUDED IN UNIT PRICE					
AL425 10# W/ERT	10#WP METER W/ERT CUST. FURNIS	12.0	\$233.99000	\$0.00	\$2,807.88
Line Notes : TARIFF SURCHARGE: \$2.66 EACH NOT INCLUDED IN UNIT PRICE					
30LT GMI-BSI	CONNECTION SET	36.0	\$17.60000	\$0.00	\$633.60
1813C 3/4"X3/4" 2#	SERVICE REGULATOR	400.0	\$29.10000	\$0.00	\$11,640.00
Line Notes : TARIFF SURCHARGE: \$0.27 EACH NOT INCLUDED IN UNIT PRICE					
1813C 3/4"X3/4"	SERVICE REGULATOR	100.0	\$29.10000	\$0.00	\$2,910.00
Line Notes : TARIFF SURCHARGE: \$0.27 EACH NOT INCLUDED IN UNIT PRICE					
<b>Notes:</b>					
ESTIMATED DELIVERY:					
METERS - 20 WEEKS ARO (ERT'S MUST ARRIVE 4 WEEKS PRIOR TO SHIPMENT)					
REGULATORS: 12-14 WEEKS ARO					
ATTACHED LETTER GIVES MORE DETAIL ON TARIFF SURCHARGE FEES THAT ARE LISTED FOR EACH ITEM.					
PRICING IS VALID FOR MATERIAL SHIPPED ON OR BEFORE 12/31/19					
PRICES QUOTED INCLUDE FREIGHT CHARGES					

<b>Taxable</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Exempt</b>	\$71,690.68
<b>Freight</b>	\$0.00
<b>Total</b>	\$71,690.68



Elster American Meter Company LLC  
2221 Industrial Road  
Nebraska City, NE 68410  
A Honeywell company

### NOTICE OF TARIFF-RELATED SURCHARGE

Re: Tariff-Related Surcharge

Dear Valued Customer:

As a result of recent tariffs imposed on materials imported into the United States, Elster American Meter Company's cost to manufacture gas metering and regulating products has increased significantly.

We are attempting to mitigate the impact of these new tariffs on our customers and had hoped to avoid taking this action. However, we cannot continue to completely absorb the increased tariff burden. In order to ensure our pricing remains fair and competitive long term, we must apply a tariff surcharge on a per unit basis as set forth below. These surcharges will be reviewed on an ongoing basis and will be revised or removed as dictated by changes in the trade law.

The tariff surcharge will apply to the product orders described below:

- All new orders received by American Meter after January 1<sup>st</sup>, 2019
- Existing orders that are currently scheduled to ship after March 1<sup>st</sup>, 2019
- Surcharges will show up on the order as a separate line item labeled "Tariff Surcharge"
  - Surcharges can be rolled into the unit price upon special request

Product Group	Tariff Surcharge (per unit)
AC250	\$1.57
AL425/AC630/AC800	\$2.66
AL800/AL1000	\$8.47
Residential Regulators	\$0.27
Industrial Regulators	\$3.68

Sincerely,

Scott Miller  
Director of Sales

Elster American Meter Company  
T +1 800-544-6344  
www.honeywellsmartenergy.com

2221 Industrial Road

Nebraska City, NE 68410

# Honeywell

American Meter Company LLC  
2221 Industrial Rd  
Nebraska City, NE 68410

September 13, 2016

To Whom it May Concern:

Subject: Elster American Meter Company LLC (Now Part of Honeywell), Ed Young Sales relationship

Please be advised that Ed Young Sales Company (EYSCO) is the exclusive sales representative hosting residential and commercial products for the municipal gas utility market in the states of Virginia, North Carolina, South Carolina, Georgia, Tennessee, Alabama and Mississippi. As our representative, EYSCO provides all interface from quotation request through shipment, while the customer purchase orders are direct with Elster American Meter Company LLC.

In order to ensure that product technical specifications and applications are evaluated properly, it is our preference for municipal gas utilities to work directly through EYSCO.

Our long standing relationship of over 20 years with Ed Young Sales has proved to be a valuable resource for both Elster American Meter and our customers.

Sincerely,



Heidi Frisbie  
Business Development Director, Americas  
Honeywell Smart Energy

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 Fairway Mower for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop [Contract No. 062117-DAC]; 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 \$56,548.60.

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

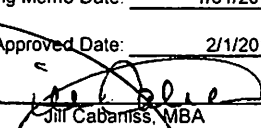
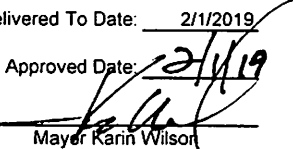
Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: <u>Procurement of one (1) John Deere Fairway Mower</u>		2/1/2019 2/1/19
Project Location: <u>Recreation Department</u>		
Presented to City Council: <u>2/11/2019</u>	Resolution #:	Approved _____
Funding Request Sponsor: <u>Tom Kuhl, Parks and Recreation Director</u>		Changed _____
		Rejected _____
Project Cash Requirement Requested:		
Cost:	<u>\$ 56,548.60</u>	
	(Sourcewell contract #062117-DAC)	
Vendor:	<u>Beard Equipment Co.</u>	
Project Engineer: <u>n/a</u>		
Order Date: <u>n/a</u>	Lead Time:	<u>n/a</u>

Department Funding This Project							
General XXX	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	<b>Rec-25 XXX</b>	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:		Funding Source:	
Expensed _____	Operating Expenses _____		
Capitalized <u>XXX</u>	Budgeted Capital <u>XXX</u>		
Inventoried _____	Unfunded _____		
Expense Code: <u>001250-50470</u>	Grant: _____	Federal - not to exceed amount	
G/L Acct Name: <u>Purchases Vehicles &amp; Equipment</u>	_____	State	
	_____	City	
Project Budgeted: <u>\$54,000.00</u>	Bond: _____	Title _____	Year _____
Over (Under) budget amount: <u>\$2,548.60</u>	Loan: _____	Title _____	Year _____
Comments: <div style="border: 1px solid black; width: 100%; height: 20px;"></div>	_____	_____	_____
	Capital Lease: _____	Payment _____	Term _____

City Council Prior Approval/Date? <u>No</u>		
City Treasurer	Finance Director	Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>1/31/2019</u>	Delivered To Date: <u>2/1/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/1/2019</u>	Approved Date: <u>2/1/19</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson





## MEMO

To: Jill Cabaniss, Finance Director

From: Delores A Brandt  
Delores A Brandt, Purchasing Manager

Date: January 31, 2019

Re: Greensheet and Council approval of over \$10,000 Budgeted operational item ---the procurement of one (1) **John Deere Fairway Mower** for the Recreation Department from SOURCEWELL Grounds Maintenance Contract

Karin Wilson  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

The Recreation Department has need to procure one (1) **John Deere 7700A Precision-Cut Fairway Mower with canopy top and fan**. It was budgeted for \$54,000, and can be purchased from **SOURCEWELL** Grounds Maintenance contract # 062117-DAC (PG NB CG 70) through Beard Equipment Co. The total cost is **FIFTY-SIX THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND SIXTY CENTS (\$56,548.60)** for the Fairway Mower. See attached quotation.

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 benchmark for City Council approval of Operational Budgeted items. The recommended vendor is **Beard Equipment Co.**

NOTES:  
See attached quotation for details.

Please compose a greensheet and obtain City Council approval for this over \$10,000, Recreation Department budgeted expenditure for FY2019 for a John Deere Precision-Cut mower with Canopy and fan from Beard Equipment Co, by using SOURCEWELL Grounds Maintenance contract # 062117-DAC (PG NB CG 70).

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

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

## Jennifer Bush

---

**From:** Tom Kuhl  
**Sent:** Wednesday, January 30, 2019 7:13 AM  
**To:** Dee Dee Brandt  
**Cc:** Jennifer Bush  
**Subject:** Recreation equipment  
**Attachments:** zero turn.pdf; fairway mower.pdf

Purchasing Manger Dee Dee Brandt

Attached are 2 quotes that need green sheets to go to council for approval

- 1) Budgeted Zero Turn Mower budgeted \$13,500.  
State contract #4013275 to Capital Tractor Cost \$ 13,068.97
- 2) ~~Budgeted Fairway mower budget \$ 54,000.~~  
~~Sourcewell grounds maintenance contract #:062117-DAC to Deere and Company Cost \$ 56,548.60~~

Tom Kuhl  
Director Parks and Recreation  
City of Fairhope Al.  
251 990 0151  
[tom.kuhl@fairhopeal.gov](mailto:tom.kuhl@fairhopeal.gov)



**JOHN DEERE**



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

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

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

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

**Quote Summary**

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

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

**Quote ID:** 18886648  
**Created On:** 29 January 2019  
**Last Modified On:** 29 January 2019  
**Expiration Date:** 15 March 2019

**Equipment Summary**

	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 7700A PrecisionCut Fairway Mower	\$ 73,485.00	\$ 55,848.60 X	1 =	\$ 55,848.60

**Contract:** Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)  
**Price Effective Date:** January 29, 2019

Allied Cool Top	\$ 700.00	\$ 700.00 X	1 =	\$ 700.00
-----------------	-----------	-------------	-----	-----------

**Contract:**  
**Price Effective Date:**

**Equipment Total** **\$ 56,548.60**

**Quote Summary**

Equipment Total \$ 56,548.60

Trade In  
SubTotal \$ 56,548.60

Est. Service \$ 0.00

Agreement Tax  
Total \$ 56,548.60

**Balance Due** **\$ 56,548.60**

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

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



**JOHN DEERE**

**BEARD**  
EQUIPMENT CO.

# Selling Equipment

Quote Id: 18886648

Customer Name: CITY OF FAIRHOPE REC DEPT

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

## JOHN DEERE 7700A PrecisionCut Fairway Mower

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

Price Effective Date: January 29, 2019

Suggested List \*  
\$ 73,485.00  
Selling Price \*  
\$ 55,848.60

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1424TC	7700A PrecisionCut Fairway Mower	1	\$ 57,375.00	24.00	\$ 13,770.00	\$ 43,605.00	\$ 43,605.00
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	All Other countries (English/Spanish)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1190	2WD Traction Unit	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	\$ 14,505.00	24.00	\$ 3,481.20	\$ 11,023.80	\$ 11,023.80
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	\$ 1,275.00	24.00	\$ 306.00	\$ 969.00	\$ 969.00
1401	QA7 Cutting Unit ONLY Counterweights	1	\$ 330.00	24.00	\$ 79.20	\$ 250.80	\$ 250.80
<b>Standard Options Total</b>			<b>\$ 16,110.00</b>			<b>\$ 3,866.40</b>	<b>\$ 12,243.60</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Total Selling Price** \$ 73,485.00

**Suggested Price** \$ 55,848.60

## Allied Cool Top

Hours: 0

Suggested List \*  
\$ 700.00  
Selling Price \*  
\$ 700.00

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



JOHN DEERE



# Selling Equipment

Quote Id: 18886648

Customer Name: CITY OF FAIRHOPE REC DEPT

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

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

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price	
Allied - CTF CR	Cool Top Canopy and Fan	1	\$ 700.00	0.00	\$ 0.00	\$ 700.00	\$ 700.00	
<b>Suggested Price</b>								\$ 700.00
<b>Total Selling Price</b>			<b>\$ 700.00</b>		<b>\$ 0.00</b>	<b>\$ 700.00</b>	<b>\$ 700.00</b>	

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

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

[1] That the City of Fairhope approves the procurement of Communication Board and Module Boards for UV4000 Plus (Due to power surge that occurred Thursday, January 31, 2019) for the Sewer Department, to be purchased from Jim House & Associates as Sole Source Provider in the State of Alabama and Northwest Florida. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost is \$15,046.00.

Adopted on this 11th day of February, 2019

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

Attest:

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

City of Fairhope  
 Project Funding Request

*Handwritten signature*

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of communication board and module boards for UV4000 plus (due to power surge that occurred Thursday Jan 31, 2019)

Project Location: Sewer Department

Presented to City Council: 2/11/2019

Funding Request Sponsor: Jay Whitman and Tim Manuel

Project Cash Requirement Requested:  
 Cost: \$ 15,046.00

Vendor: Jim House & Associates

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

Expense Code: 004020-50365  
 G/L Acct Name: Maintenance-plant

Project Budgeted: \$0.00  
 Over (Under) budget amount: \$15,046.00

Comments: Claim filed on insurance

Funding Source:

Operating Expenses XXX  
 Budgeted Capital \_\_\_\_\_  
 Unfunded \_\_\_\_\_

Grant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Bond: \_\_\_\_\_  
 Loan: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Capital Lease: \_\_\_\_\_

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

Title \_\_\_\_\_ Year \_\_\_\_\_  
 Title \_\_\_\_\_ Year \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

City Treasurer \_\_\_\_\_ Finance Director \_\_\_\_\_ Mayor \_\_\_\_\_

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 2/1/2019 Delivered To Date: 2/1/2019

Request Approved Date: \_\_\_\_\_ Request Approved Date: 2/1/2019 Approved Date: 2/1/19

Signatures: \_\_\_\_\_  
*Jill Cabaniss*  
 Jill Cabaniss, MBA

\_\_\_\_\_ *Mayor Kahn Wilson*  
 Mayor Kahn Wilson

# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

**Date:** 2/1/2019

**Name:** Tim Manuel/Jay Whitman **Department:** Sewer

## **ITEM OR SERVICE INFORMATION**

**What item or service do you need to purchase?** Communication Board and Module Boards for UV 4000 Plus

**Where will it be located?** Wastewater Plant

**What is the purpose of the item or service?** Repair from Power surge  
01/31/2019

**How many do you need?** 2 Comm boards, 1 Module to start off

**Item or Service Is:**  New  Used  Replacement  Annual Request

**When do you anticipate implementation?** ASAP

**Additional Information or Comments:** We had a power surge that caused an electrical on our ultraviolet disinfection system.

## **BUDGET INFORMATION**

**What is the total cost of the item or service?** Click or tap here to enter text.

**Is it budgeted?**  Yes  No  Emergency Request

**If budgeted, what is the budgeted amount?** Click or tap here to enter text.

State Contract  ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: Jim House & Associates/Trojan UV

Email completed form with quotes or other supporting documentation to  
[deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).



January 1, 2019

TO WHOM IT MAY CONCERN,

Jim House & Associates is the Exclusive Sales Representative for Trojan Technologies Municipal Systems and After Market Parts covering the entire State of Alabama and Northwest Florida.

Further, in efforts to maintain the Trojan Disinfection Guarantee on an existing UV System, the Owner must use all OEM parts as Manufactured by Trojan Technologies and supplied by the authorized local Representative.

If you have any questions or require any additional information please do not hesitate to contact our main office.

With best regards,



Michael Shortt  
Regional Manager  
Trojan Technologies

Jim House & Associates, Inc.  
 1401 Georgia Road  
 Irondale, AL 35210  
 PO Box 101957 (35210)  
 (205) 592-6302 (800) 292-6335  
 Fax: (205) 951-0291



Gulf Coast Office  
 24312 Highway 98  
 Fairhope, AL 36532  
 (251) 928-7867 (800) 919-7867  
 Fax: (251) 928-7804

Name / Address
CITY OF FAIRHOPE P.O. DRAWER 429 FAIRHOPE AL 36533

## Quote

Project	Date	Quote #
	2/1/2019	9976
FREIGHT	ADD	

Quote Description	Qty	COST	Total
Trojan UV4000 plus communication board - 912395	2	4,961.00	9,922.00
Trojan UV4000 plus module board - 931142-012	1	5,124.00	5,124.00

Only the items mentioned specifically herein are included. Additional equipment required for installation such as main electrical service, conduit and wire, discharge piping and/or valves, concrete, or any other necessary items are not included in our proposal and are to be provided by others. Pricing is subject to the attached terms and conditions. Service is available at the per diem rates shown in the attached terms and conditions. All pricing is firm for 30 days from the above date.

Approved By: \_\_\_\_\_

<b>Total:</b>	<b>\$15,046.00</b>
---------------	--------------------



02/01/2019 13:25  
tmanuel

CITY OF FAIRHOPE, AL

P 1  
rqentpst

REQUISITION

00002454-00 FY 2019

BILL TO

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

VENDOR

JIM HOUSE & ASSOCIATES INC  
1401 GEORGIA ROAD  
IRONDALE, AL 35210  
USA  
Tel# 251-928-7867  
Fax# 251-928-7804

SHIP TO

MAIN WAREHOUSE  
555 SOUTH SECTION STREET  
FAIRHOPE, AL 36532

Delivery Reference  
Tim Manuel

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION	
02/01/19	000615			Sewer Department	
LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	UV4000 Plus Module Board	1.00	EACH	5124.00000	5,124.00
002	UV4000 Plus Communication Board	2.00	EACH	4961.00000	9,922.00
REQ TOTAL					15,046.00

\*\* END OF REPORT - Generated by Tim Manuel \*\*

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

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

[1] That the City of Fairhope has voted to purchase the new upgraded Mission SCADA System for 12 Lift Stations; and these are materials needed, used and consumed in the operation of our sanitary sewer system; and authorized for procurement without formal bid based on the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7). The annual cost is \$35,880.00.

Adopted on this 11th day of February, 2019

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of new upgraded Mission SCADA system for 12 lift stations *JAW*

Project Location: Various lift stations

Presented to City Council: 2/11/2019 Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_

Funding Request Sponsor: Jay Whitman and Tim Manuel Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$35,880.00

Vendor: J.H. Wright & Associates, Inc.

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact
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 \_\_\_\_\_  
Capitalized XXX  
Inventoried \_\_\_\_\_

Funding Source: Operating Expenses \_\_\_\_\_  
Budgeted Capital \_\_\_\_\_  
Unfunded XXX

Expense Code: 004-16035 Grant: \_\_\_\_\_ Federal - not to exceed amount  
G/L Acct Name: SCADA purchases State \_\_\_\_\_  
City \_\_\_\_\_

Project Budgeted: \$0.00 Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Over (Under) budget amount: \$35,880.00 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>2/1/2019</u>	Delivered To Date: <u>2/1/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/1/2019</u>	Approved Date: <u>2/1/19</u>
Signatures: _____	<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  
Delores A Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: February 1, 2019

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

Request Greensheet / Council Approval for over \$10,000 Procurement of new Upgraded Mission SCADA system for 12 Lift Stations for the Sewer Department

The Sewer Department requests approval to procure an upgrade of the SCADA system to be installed on the Sewer Department's lift station system. See attached quotation, Specifications were determined by Sewer Department. The sole source vendor in the State of Alabama is J.H Wright & Associates, Inc, of Daphne, AL for the manufacturer, MISSION Communications, of Pullman, WA, in the amount **of THIRTY-FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$35,880.00)**. See attached quote.

Lisa A. Hanks, MMC  
City Clerk

Equipment cost: \$35,880.00

NOTE:

**Code of Alabama 1975, Section 41-16-51(b)(7) allows the procurement of these items without formal bid.**

*The purchase of equipment, supplies, or materials needed, used, and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have, during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality*

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

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

**Please compose a greensheet and forward to City Council to approve this procurement from Mission Communications through J H Wright & Associates, of a new upgraded SCADA system for the Sewer Department at a cost of \$35,880.00.**

Cc: file, J Whitman, T Manuel

# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

**Date:** 1/31/2019

**Name:** Jay Whitman **Department:** Sewer

## ITEM OR SERVICE INFORMATION

**What item or service do you need to purchase?** Mission SCADA

**Where will it be located?** Various lift stations

**What is the purpose of the item or service?** The current SCADA system does not use a dedicated communication system and that has resulted in both slow alarm notifications and no alarm notifications. Among other issues, this directly contributed to the SSO at the Doghouse Lift Station. We are requesting immediate funding to change out the 12 most problematic lift stations to the Mission SCADA system. The Mission system has dedicated cellular communications, the ability to choose a live operator to call us out and the ability to real time monitor upstream lift stations levels on our smart phone while performing maintenance on downstream collection system.

**How many do you need?** 12

**Item or Service Is:**  New  Used  Replacement  Annual Request

**When do you anticipate implementation?** ASAP

**Additional Information or Comments:** Please help me get this on the next agenda.

## BUDGET INFORMATION

**What is the total cost of the item or service?** \$35,800

**Is it budgeted?**  Yes  No  Emergency Request

**If budgeted, what is the budgeted amount?** Click or tap here to enter text.

State Contract  ALDOT

Purchasing Group **Purchasing Group Name:** Click or tap here to enter text.

Sole Source    Sole Source Justification: JH Wright & Associates is the Alabama distributor for products manufactured by Mission Communications.

Email completed form with quotes or other supporting documentation to [deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).



## Dee Dee Brandt

---

**From:** Jay Whitman  
**Sent:** Friday, February 1, 2019 8:31 AM  
**To:** Dee Dee Brandt  
**Subject:** Justification for SCADA upgrade

To whom it may concern,

The current SCADA system does not use a dedicated communication system and that has resulted in both slow alarm notifications and no alarm notifications. Among other issues, this directly contributed to the SSO at the Doghouse Lift Station. We are requesting immediate funding to change out the 10 most problematic lift stations to the Mission SCADA system. The Mission system has dedicated cellular communications, the ability to choose a live operator to call us out and the ability to real time monitor upstream lift stations levels on our smart phone while performing maintenance on downstream collection system.

Jay Whitman  
Water/Sewer Superintendent

Sent from [Mail](#) for Windows 10

**J H WRIGHT & ASSOCIATES**

P. O. BOX 1085  
27395 POLLARD ROAD  
DAPHNE, AL 36526  
PHONE 888-655-7867 / 251-621-1491  
FAX 251-621-8111

**QUOTATION # PSC0119-37**



QUOTATION PREPARED BY: PAUL COLETTA

DATE: 1/22/2019

<b>TO:</b> <u>JAY WHITMAN</u>	<b>PROJECT:</b> <u>MISSION SCADA FOR</u>
<b>COMPANY:</b> <u>CITY OF FAIRHOPE</u>	<u>LIFT STATIONS</u>
	<b>ENGINEER:</b> <u>N/A</u>
<b>PHONE:</b> <u>251-510-2452</u>	<b>LOCATION:</b> <u>FAIRHOPE, AL</u>
<b>FAX:</b> _____	
<b>CREDIT TERMS:</b> <u>STD</u>	<b>SPECS PROVIDED VIA:</b> _____
<b>DELIVERY:</b> <u>1-WEEK</u>	<b>FREIGHT:</b> <u>AS NOTED</u>

**QUANTITY                      DESCRIPTION**

**MISSION UNITS FOR LIFT STATION MONITORING AS FOLLOWS:**

10	Model 852 - Remote terminal unit with eight (8) digital, two (2) continuous analog, two (2) pulse counter (optional Item No. 863), one (1) electronic key reader input, and three (3) relay outputs. Includes CPU motherboard with streaming-data 3G cellular radio, AC power supply with plug-in transformer, 5 Amp-hour sealed lead acid battery, NEMA 4x enclosure for external mounting, LCD screen and 3dB gain omni-directional antenna (\$2350 Ea.)	<b>\$23,500</b>
10	Mission Item SP800-12, Annual Service fee (\$564 per unit)	<b>\$5,640</b>
1	Mission Item SW550, Set-up fee (\$250, this is a one-time charge to set-up your web site)	<b>\$250</b>
8	Mission Item IT470-3, Submersible Level Transducer, 0-23', 65' Cable (\$780 Ea.)	<b>\$6,240</b>
10	Shipping	<b>\$250</b>
	<b>MATERIAL COST</b>	<b>\$35,880</b>

- 1 All quotations are good for 30 days.
- 2 Under no circumstances are "Retainage Fees" allowed.
- 3 All material is subject to engineer's final approval of submittals.
- 4 Our prices do not include any Federal, State or Local sales taxes.
- 5 All quotations are for material only and do not include any labor or installation unless otherwise noted.
- 6 Manufacturers standard warranty applies to all products.
- 7 JHW standard terms and conditions apply (see attached).
- 8 Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process.
- 9 Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due within 30 days of invoicing

The undersigned agrees to and has the authority to bind purchaser to the terms and conditions and equipment above:

Date: \_\_\_\_\_

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

**WHEREAS**, on the 26th day of November, 2018, the City of Fairhope adopted Resolution No. 3241-18 to award Fairhope WWTP Outfall Repairs to Blue Diving & Salvage, LLC; and

**WHEREAS**, Blue Diving & Salvage, LLC was the sole bidder on the project; and the applicable bid law allows for negotiations of the Contract when only one bidder responds; and

**WHEREAS**, the City of Fairhope desires to amend the contract by the following:

- 1) The Contractor shall install the City provided sleeve, which will be a 24-inch diameter, 30-inch long, JCM 136, or equivalent, sleeve.
- 2) The Contractor agrees to deduct the cost of the originally designed sleeve, which is \$32,500.00, from the Contract amount, and install the Owner provided sleeve.
- 3) The Contractor will use the existing concrete block to anchor the outfall line as it requires repositioning to install a repair sleeve and can be repositioned as part of the sleeve installation.
- 4) The Owner will work with the Contractor to eliminate flow from the treatment plant during the sleeve installation process, but no longer than two hours.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby approves Amendment No. 1 and authorizes the Mayor to execute Amendment No. 1 to the Contract with Blue Diving & Salvage, LLC which decreases the total amount to \$21,400.00.

Adopted on this 11th day of February, 2019

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

Attest:

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

*2/5/19*  
*[Signature]*

City of Fairhope  
 Project Funding Request

Issuing Date: 2/5/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Amendment #1 to Contract for Bid No. 003-19 Fairhope WWTP Outfall Repairs

Project Location: Wastewater Treatment Plant

Presented to City Council: 2/11/2019 Resolution # : Approved 3241-18

Funding Request Sponsor: Jay Whitman, Water and Sewer Superintendent Changed \_\_\_\_\_  
Richard Peterson, Operations Director Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
 Cost: original contract approved for \$53,900  
amendment reduces this by \$32,500 \$ 21,400.00 new amount

Vendor: Blue Diving & Salvage, LLC

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj XXX	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 XXX Capitalized \_\_\_\_\_ Inventoried \_\_\_\_\_

Funding Source: Operating Expenses XXX Budgeted Capital \_\_\_\_\_ Unfunded \_\_\_\_\_

Expense Code: 004020-50365 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 G/L Acct Name: General Maintenance State \_\_\_\_\_  
 City \_\_\_\_\_

Project Budgeted: \$506,000.00 Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Over (Under) budget amount: (\$484,600.00) 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>2/4/2019</u>	Delivered To Date: <u>2/5/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/5/2019</u>	Approved Date: <u>2/5/18</u>
Signatures: _____	<i>[Signature]</i> JH Cabaniss, MBA	<i>[Signature]</i> Mayor Karin Wilson



## MEMO

Karin Wilson  
Mayor

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

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

Date: February 4, 2019

Re: Requesting City Council to approve **Amendment #1 to Contract for Bid No. 003-19 Fairhope WWTP Outfall Repairs**

Lisa A. Hanks, MMC  
City Clerk

Richard Peterson, Operations Director and Jay Whitman, Superintendent of Water and Sewer are requesting approval of **Amendment #1 to Contract for Bid No. 003-19 Fairhope WWTP Outfall Repairs**, with **Blue Diving and Salvage, LLC**.

This Amendment #1 (Attached) will change the Contract by the following:

1. The CONTRACTOR shall install the CITY provided sleeve, which will be a 24-inch diameter, 30" long, JCM 136, or equivalent, sleeve.
2. The CONTRACTOR agrees to deduct the cost of the originally designed sleeve, which is \$32,500.00, from the Contract amount, and install the OWNER provided sleeve.
3. The CONTRACTOR will use the existing concrete block to anchor the outfall line as it requires repositioning to install a repair sleeve and can be repositioned as part of the sleeve installation work.
4. The OWNER will work with the contractor to eliminate flow from the treatment plant during the sleeve installation process, but not longer than two hours.

**Please move this request forward to City Council to approve Amendment #1 to the Contract for Bid No. 003-19 Fairhope WWTP Outfall Repairs and to authorize the Mayor to execute Amendment #1.**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

CC; file, R Peterson, J Whitman

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

**CONTRACT AMENDMENT #1**

WHEREAS, The City of Fairhope, hereinafter referred to as **CITY**, and **Blue Diving and Salvage, LLC**, hereinafter referred to as **CONTRACTOR**, entered into a contractual agreement for the completion of **Project No. SEW003-18, FAIRHOPE WWTP OUTFALL REPAIR**, (“Contract” for Bid No. 003-19) and

WHEREAS, the **CONTRACTOR** was the sole bidder on the project, and

WHEREAS, the applicable bid law allows for negotiations of the Contract when only one bidder responds to a project, and

WHEREAS, the **CITY** believes it is in the best interest of the project to modify the work to accommodate a different repair sleeve, and

WHEREAS, the process to change the scope of work through a change order, or Contract Amendment is necessary to document such change with the project, and

WHEREAS, the **CITY** agrees to buy the new type of repair sleeve for this project and the **CONTRACTOR** agrees to deduct the cost of the specified Sleeve from the contract, and

NOW THEREFORE BE IT RESOLVED, in consideration of the aforementioned conditions between the **CONTRACTOR** and the **CITY** and the receipt and sufficiency of certain actions, which is hereby acknowledged, the parties agree to the following as an amendment to the Contract:

1. The **CONTRACTOR** shall install the **CITY** provided sleeve, which will be a 24-inch diameter, 30” long, JCM 136, or equivalent, sleeve.
2. The **CONTRACTOR** agrees to deduct the cost of the originally designed sleeve, which is \$32,500.00, from the Contract amount, and install the OWNER provided sleeve.
3. The **CONTRACTOR** will use the existing concrete block to anchor the outfall line as it requires repositioning to install a repair sleeve and can be repositioned as part of the sleeve installation work.
4. The **OWNER** will work with the contractor to eliminate flow from the treatment plant during the sleeve installation process, but not longer than two hours.

IN WITNESS WHEREOF, this instrument is executed in duplicate, on the \_\_\_\_ day of February 2019.

**THE CITY OF FAIRHOPE**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

\_\_\_\_\_  
**KARIN WILSON, MAYOR**

ATTEST: \_\_\_\_\_  
**LISA A. HANKS, MMC, CITY CLERK**

**NOTARY for the City of Fairhope**

I, the undersigned Notary Public in and for said County in said State, hereby certify that Karin Wilson., whose name as Mayor, CITY of FAIRHOPE, is signed to the foregoing instrument, and is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, the said principal, with full authority executed the same voluntarily on the day the same bears date, for and as the act of said Company.

Given under my hand and seal hereto affixed by me this \_\_\_\_\_ day of February \_\_\_\_\_ 2019

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

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

AFFIX SEAL)

**Blue Diving and Salvage**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Notary for the Contractor**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

I, the undersigned Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose TITLE as \_\_\_\_\_ for BLUE DIVING AND SALVAGE, LLC, is signed to the foregoing instrument, and is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, the said principal, with full authority executed the same voluntarily on the day the same bears date, for and as the act of said Company.

Given under my hand and seal hereto affixed by me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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



# Purchase Order

Fiscal Year 2019

Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20192316-00**

**BILL TO**

**BILL TO**  
 City of Fairhope  
 P.O. Drawer 429  
 Fairhope AL 36533

Delivery must be made within  
 doors of specified destination.

**VENDOR**

**VENDOR**  
 CONSOLIDATED PIPE & SUPPLY CO INC  
 1205 HILLTOP PARKWAY  
 BIRMINGHAM AL 35204

**SHIP TO**

**SHIP TO**  
 MAIN WAREHOUSE  
 555 SOUTH SECTION STREET  
 FAIRHOPE AL 36532

Vendor Phone Number 666-6691		Vendor Fax Number 666-5311		Requisition Number 2467		Delivery Reference Tim/Jay/Richard	
Date Ordered 02/04/2019	Vendor Number 19	Date Required	Freight Method/Terms		Department/Location Sewer Department		
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	24 Inch Repair Clamp 132-24x30"	1.00	EACH	\$3,800.000	\$3,800.00		

By *Ant Stalham*  
 City of Fairhope Buyer

VENDOR COPY

PO Total

\$3,800.00



CONSOLIDATED PIPE AND SUPPLY CO., INC.  
CUSTOMER QUOTE

4180 Hall Mill Road  
PO Box 191057  
Mobile AL 36619  
0029 - MICHA LAMBERT  
Office 251-666-6691  
WATS 800-699-6691  
Fax 251-666-5311

Quote Nbr: 214533 000  
Quote Date: 1/30/2019  
Job: 132 REPAIR CLAMP  
Engineer: FAIRHOPE  
Bid Date: 1/30/2019

Page 1

Good Until: 2/28/2019  
To: MICHA  
Email: MLAMBERT@CONSOLIDATEDPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
1.0	132-24" OD X 30" LENGTH CLAMP	3,800.00 EA	3,800.00
Total:			3,800.00

**RESOLUTION NO. 3241-18**

**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 Fairhope WWTP Outfall Repairs (Bid Number 003-19) for the Sewer Department.

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

Please see attached Bid Tabulation for  
Fairhope WWTP Outfall Repairs

[3] After evaluating the bid proposals with the required bid specifications, Blue Diving & Salvage, LLC, with a total bid proposal of \$53,900.00, is now awarded the bid for Fairhope WWTP Outfall Repairs for the Sewer Department.

Adopted on this 26th day of November, 2018

---

Karin Wilson, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

**CITY OF FAIRHOPE**

**BID TABULATION**

Fairhope WWTP Outfall Repairs

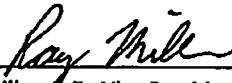
Bid Number: Bid No 003-18

Date Opened: November 13, 2018 10:00 am

Vendor	Bid Proposal Executed / Signed / Notarized / Non-Collusion Statement Signed / Notarized	Addenda Signed	Bid Bond	Item Description	Unit Price	Estimated Quantity	Total Amount
Blue Diving & Salvage, LLC	Yes	Yes	Yes/Check	GC-1 Mobilization	\$2,500.00	1	\$2,500.00
				SS-1 Furnish Repair Clamp	\$32,500.00	1	\$32,500.00
				SS-2 Install Repair Clamp	\$18,900.00	1	\$18,900.00
				<b>Total Bid Amount</b>			
Construction Labor Services, Inc.				No Bid			
Double Diamond Construction Co., Inc.				No Bid			
Lea Diving & Salvage Co. Inc				No Bid			
W.R. Mitchell, Contractor, Inc.				No Bid			

**Recommendation: Award to Blue Diving & Salvage, LLC in the amount listed on Bid Response for the Fairhope WWTP Outfall Repairs.**

I, Ray Miller, P.E., Vice President, Gulf Region Utilities Operations Manager, Volkert, Inc., Consulting Engineers, do hereby certify that this tabulation of bids received on November 13, 2018, for construction of the herein referenced project, is a true and correct copy of the bids submitted by the within named corporations.

  
 \_\_\_\_\_  
 Ray Miller, P.E., Vice President  
 Gulf Region Utilities Operations Manager  
 Volkert, Inc.

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that City Council approves Neel-Schaffer Inc. for an increase to the Construction Engineering and Inspection Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) due to reviewing National Environmental Policy Act requirements and the National Flood Insurance Program Certification where two issues were found (See attached description); and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$20,000.00 for additional geotechnical and structural engineering investigation and design, thereby increasing the new estimated total amount for the project to be \$508,865.00.

DULY ADOPTED THIS 11TH DAY OF FEBRUARY 2019

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 2/5/2019

Please return this Routing Sheet to Treasurer by 5:30 ASAP

*JAW*

Project Name: Approval for Mayor to negotiate, establish a not-to-exceed fee for additional geotechnical and structural engineering investigation design, and sign Amendment #1 of Contract for RFQ PS006-17 - Construction Engineering and Inspection Services for new sidewalks to Manley Road Soccer Complex

Project Location: Manley Road Soccer Complex area

Presented to City Council: 2/11/2019 Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_

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

Project Cash Requirement Requested:  
Cost: \$ 20,000.00 (not to exceed)  
new estimated total for project \$ 508,865.00

Vendor: Neel-Shaffer, Inc.

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj XXX	Impact
<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: \_\_\_\_\_ Funding Source: \_\_\_\_\_

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	---

Expense Code: 103-55871 Grant: \_\_\_\_\_ Federal - not to exceed amount \_\_\_\_\_  
 G/L Acct Name: TAP-Manley Road Soccer Sidewalks State \_\_\_\_\_

Project Budgeted: \$550,000.00 City \_\_\_\_\_

Over (Under) budget amount: (\$41,136.00) 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>2/5/2019</u>	Delivered To Date: <u>2/5/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/5/2019</u>	Approved Date: <u>2/5/19</u>
Signatures: _____	<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  
Delores A Brandt, Purchasing Manager

Karin Wilson  
Mayor

Date: February 5, 2019

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

Lisa A. Hanks, MMC  
City Clerk

Re: Council to approve the Mayor to negotiate, establish a not-to-exceed, and sign **Amendment #1** of Contract for RFQ No. **PS006-17 Construction Engineering and Inspection Services (CE&I) for New Sidewalks to Manley Road Soccer Complex for ALDOT TAP Grant No. TAPAA-TA16 (930)**

The City Council hired Neel-Schaffer, Inc. for RFQ No. **PS006-17 Construction Engineering and Inspection Services (CE&I) for New Sidewalks to Manley Road Soccer Complex for ALDOT TAP Grant NO. TAPAA-TA16 (930)**. In fulfilling the scope of work for this project, Neel-Schaffer met with Richard Johnson, PW Director to review National Environmental Policy Act (NEPA) requirements and National Flood Insurance Program Certification, and two issues were found bringing the project to a halt, (See attached description) Richard Johnson, Public Works Director, is requesting that the City Council authorize the Mayor to sign the **Amendment #1** with a negotiated 'not to exceed' fee of **TWENTY THOUSAND DOLLARS (\$20,000.00)** for additional geotechnical and structural engineering investigation and design.

Neel-Schaffer estimates that the aluminum pedestrian bridge is approximately a \$40,000.00 upcharge making the **current estimate of construction cost** at \$508,864.00, slightly over original budget. Taking in the O&M cost of aluminum vs. wood, the additional upfront cost would be recovered quickly

**Please move this request forward for City Council to approve Neel-Shaffer, Inc for an increase to the engineering fee to cover the need for the additional geotechnical and structural engineering investigation and design, and authorize the Mayor to sign the Contract Amendment #1 of RFQ No. PS006-17 Construction Engineering and Inspection Services (CE&I) for New Sidewalks to Manley Road Soccer Complex for ALDOT TAP Grant NO. TAPAA-TA16 (930) with not-to-exceed figure of TWENTY THOUSAND DOLLARS (\$20,000.00), thereby increasing the new estimated total amount for the project to be \$508,865.00**

161 North Section  
Street PO Drawer 429  
Fairhope, Alabama  
36533

251-928-2136

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


Cc: file,

Karin Wilson  
Mayor



Richard D. Johnson, PE  
Public Works Director

## Memorandum

From: Richard D. Johnson; PE 

To: Mayor Karin Wilson

CC: Shane Bergin, P.E., PTOE - Neel-Schaffer, Inc., PW, City Clerk, File

Date: January 28, 2019

Subject: Project TAPAA-TA16(930) – New CR13 Sidewalks – Sedgefield to Manley Rd Soccer Complex – Supplemental Engineering Agreement

---

Mayor Wilson:

This project was applied for in late 2015 and funded in spring of 2016. We are approved for a not-to-exceed grant amount of \$400,000.00. With a 20% local match, the project construction budget is \$500,000.00. Per the terms of the grant, the survey, engineering and design is 100% on the City. This project sat dormant for the majority of 2016 due to incorrect engineering assignment. This was corrected late in 2017 and design by Neel-Schaffer begin in 2018.

The proposed sidewalk parallels County Road 13 on the west side of the roadway. There is a planned crossing of Cowpen Creek south of Twin Beech Road. The previous administration had proposed this crossing be completed with a low-rise wooden boardwalk style bridge. The engineer designed the sidewalk with the boardwalk crossing. As we went through the National Environmental Policy Act (NEPA) Process we encountered two issues:

1. Wetland Impacts at the crossing
2. National Flood Insurance Program (NFIP) – No Rise Certification

Because of these two issues we are not able to receive a categorical exclusions (CE) determination for our NEPA Process. Failure to meet the CE has brought the project to a halt. We are running out the time on the grant funding. After meeting with the Design Engineer, we have derived a solution that removes the two environmental issues: span the crossing with a raised aluminum pedestrian bridge of the same style used across Fly Creek at US Hwy 98.

I am requesting an additional \$20,000.00 for geotechnical and structural engineering investigation and design. Neel-Schaffer estimates that the aluminum pedestrian bridge is approximately a \$40,000.00 upcharge making the current estimate of construction cost at ~~\$508,864.00~~ <sup>508,865<sup>00</sup></sup>, slightly over original budget. Taking in the O&M cost of aluminum vs. wood, the additional upfront cost would be recovered quickly.

Thank you in advance in your assistance in this matter.

Yours, RDJ

Fairhope Public Works Department  
555 South Section St P.O. Drawer 429 Fairhope, Alabama 36533  
Phone: (251) 928-8003 Fax: (251) 928-6776

**From:** Shane Bergin  
**To:** Richard Johnson  
**Subject:** TAPAA-TA16(930)  
**Date:** Wednesday, January 9, 2019 4:30:15 PM

---

Richard,

Thank you for taking time to meet with me this afternoon. Per our conversation, it is my recommendation that pedestrian bridge be utilized for the crossing of Cow Pen Creek instead of a low wooden boardwalk. The pedestrian bridge will not change the hydraulics of the existing bridge opening and it will have a less footprint environmentally. In addition, the structure should be almost maintenance free over the wood boardwalk. In order to move forward with the pedestrian bridge, Neel-Schaffer would like to request an additional \$20,000 to their current contract. This additional money will provide for the design of the substructure and foundations of the bridge along with the required geotechnical drilling and lab work.

Please let me know if you require additional information and we appreciate your consideration to this manner.

Thank you,  
Shane

.....  
**Shane Bergin, PE, PTOE, PTP, RSP**  
**Project Manager**

**Neel-Schaffer, Inc.**  
851 East I-65 Service Road South, Suite 1000  
Mobile, AL 36606  
Phone: 251.471.2000  
FAX: 251.471.5997  
Cell: 251.545.1219  
Website: [www.neel-schaffer.com](http://www.neel-schaffer.com)

**Neel-Schaffer, Inc. Confidentiality Note:**

*Information contained in this message along with any attachment(s) may be confidential and protected by legal privilege. This message is meant solely for the use of the individual(s) to whom it is addressed. Viewing or the use of information and attachment(s) within this message without the expressed permission of Neel-Schaffer, Inc. is prohibited. If you are not the intended recipient of this message, Neel Schaffer, Inc. requests you take immediate action to notify the sender of the error and that you delete this message and all attachments without modifying, copying or distributing its content.*



**ENGINEER'S ESTIMATE OF PROBABLE COST**

**FEDERAL AID PROJECT NO. TAPAA-TA16(930)**

January-18

**Sidewalks to Manley Rd Soccer Complex**

**CR 13 & MANLEY RD**

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QTY	UNIT PRICE	EXTENDED TOTAL
206-C	Removal of Concrete	SY	84	\$8.00	\$672.00
206-D	Removing Curb And Gutter	LF	40	\$6.00	\$240.00
209-A	Mailbox Reset, Single	EACH	4	\$75.00	\$300.00
210-A	Unclassified Excavation	CYTBM	955	\$15.00	\$14,325.00
210-D	Borrow Excavation	CYTBM	540	\$15.00	\$8,100.00
214-D	Foundation Backfill (Commercial Pea Gravel)	TON	15	\$50.00	\$750.00
429-A	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, Patching	TON	10	\$110.00	\$1,100.00
567-A	Boardwalk (Including All Timber, Hardware, Anchors And Paint)	LF	248	\$500.00	\$124,000.00
600-A	Mobilization	LUMP SUM	1	\$22,000.00	\$22,000.00
618-A1	Concrete Sidewalk, 4" Thick	SY	3657	\$40.00	\$146,280.00
618-B	Concrete Driveway, 6" Thick	SY	84	\$65.00	\$5,460.00
620-A	Minor Structure Concrete	CY	4	\$500.00	\$2,000.00
623-C	Combination Curb & Gutter, Type C (Modified)	LF	40	\$30.00	\$1,200.00
650-A	Topsoil	CYTBM	340	\$30.00	\$10,200.00
652-A	Seeding (Urban Mix)	AC	0.5	\$1,000.00	\$500.00
654-A	Solid Sod	SY	3680	\$6.00	\$22,080.00
656-A	Mulching	AC	0.5	\$500.00	\$250.00
659-A	Erosion Control Netting	SY	500	\$2.50	\$1,250.00
665-A	Temp. Seeding	AC	0.5	\$500.00	\$250.00
665-B	Temp. Mulching	AC	0.5	\$500.00	\$250.00
665-E	Polyethylene	SY	750	\$2.50	\$1,875.00
665-F	Hay Bales	EACH	50	\$7.00	\$350.00
665-G	Sand Bags	EACH	50	\$5.00	\$250.00
665-J	Silt Fence	LF	500	\$3.00	\$1,500.00
665-O	Silt Fence Removal	LF	500	\$3.00	\$1,500.00
703-A	Traffic Control Markings, Class 2, Type A	SF	378	\$5.00	\$1,890.00
710-A	Class 4, Aluminum Flat Sign Panels 0.08" Thick Or Steel Flat Sign Panels 14 guage (Type III or IV Background)	SF	36	\$20.00	\$720.00
711-A	Roadway Sign Relocation	LS	1	\$500.00	\$500.00
740-B	Construction Signs	SF	120	\$15.00	\$1,800.00
740-D	Channelizing Drums	EACH	50	\$15.00	\$750.00
740-E	Cones (36" High)	EACH	50	\$10.00	\$500.00
740-M	Weight for Cones	EACH	50	\$5.00	\$250.00
740-N	Orange Safety Grid	LF	1000	\$2.00	\$2,000.00

Total Construction Cost (BASE BID) =	\$375,092.00
Contingency (10%) =	\$412,601.20
CE&I & Testing (15% of Construction) =	\$56,263.80
<b>BASE BID TOTAL =</b>	<b>\$431,355.80</b>
	<i>468,865.00</i>

Total Construction Cost (BASE BID) =	\$375,092.00
Contingency (10%) =	\$ 37,509.00
CE&I (15% of Construction) =	\$ 56,264.00
Total with Wood Boardwalk =	\$468,865.00
With Aluminum Bridge (+\$40K) =	\$508,865.00

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Fairhope City Council approves and authorizes Mayor Karin Wilson to allow the use of one idle 20 foot trailer to be used as parade transportation for local veterans in the KOER Mardi Gras parade on February 23, 2019; and declares this a public purpose as the local veterans provide services throughout the year and also promote the City of Fairhope.

ADOPTED ON THIS 11TH DAY OF FEBRUARY, 2019

---

Karin Wilson, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes Mayor Karin Wilson to execute an Agreement for Professional Services with International Mountain Bicycling Association Trail Solutions to complete a Mountain Bike Trails Feasibility Concept Study for the City of Fairhope with a not to exceed amount of \$9,730.00.

DULY ADOPTED THIS 11TH DAY OF FEBRUARY, 2019

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

Attest

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



Trey Fellers  
Fairhope, AL  
treyfellers@gmail.com  
251.424.2151

Via: treyfellers@gmail.com

January 23, 2019

Mr. Fellers,

Thank you for the opportunity to submit this proposal to complete a feasibility concept study in Fairhope, AL. IMBA Trail Solutions proposes to provide staff for on-site meetings and field review of the project area. An outline of our approach is included in our proposal.

As the international leader in developing natural surface trails, IMBA Trail Solutions has worked extensively with local clubs and NGO's while working with state and federal land management agencies, and has deep experience in ensuring trail projects meet our clients goals. Our staff excels at planning, design, and construction of natural surface trail facilities and bike parks that provide high-quality experiences for visitors of all ages and ability levels.

If you are in agreement with the attached proposal, please sign, scan, and return it to me. Do not hesitate to contact me if you have any questions on the following scope of work and fee estimate.

Sincerely,

MICHAEL D. REPYAK

Michael Repyak, Trail Solutions Director of Planning and Design  
International Mountain Bicycling Association  
Mike.Repyak@imba.com



## Project Approach

IMBA Trail Solutions (TS) proposes a collaborative process of assessment and planning. City of Fairhope staff, and appropriate stakeholders will be engaged and informed throughout the planning process. By doing so, all involved will have opportunities to review our feasibility reporting, recommendations on trail network concept development, comment on deliverables, and set the stage for future implementation of a successful project completed in an efficient and fiscally sound manner that provides rider experiences the local/regional ridership is looking for.

To kickoff the project, Trail Solutions will meet with city staff and stakeholders to discuss the goals for developing trails, the range of users to plan for, and the desired trail experiences to be offered. Trail Solutions staff will then review the project area and surrounding community, inventory the landscape and trail development potential, and start to identify trail development areas, feasible corridors, and connections to adjacent recreation opportunities. This site visit will inform the tasks to complete a Trail Network Feasibility Report and initial Concept Plan, considerations that will guide the next steps of design and implementation.

Trail Solutions planning and design practices will set a framework that advises the eventual development of trail specifications, recommended construction methods and implementation, construction cost estimates, and phasing recommendations. Those details can be used during subsequent steps in the design and implementation process.

The following Scope of Work and Fee Estimate outlines the proposed feasibility assessment and concept planning. Once these tasks are complete, Trail Solutions will have detailed information that will allow us to recommend an appropriate list of next steps.



## Next Steps

Following the initial site visit and Feasibility Concept Plan, TS staff can be available to further develop the design. The trails design work includes:

- Fieldwork to flag trail alignments and develop/inventory build units.
- Design level cost opinions to allow the City of Fairhope to coordinate and finalize funding resources.

## Project Timeline

Due to Fairhope's location along the Gulf Coast vegetation tends to grow out by early spring and not recede until late fall. Trail planning and design fieldwork are most cost effective and proficient during "leaf off", when vegetation is thin and TS staff can fully review the site for trails development. Additionally, TS requires 60-90 days after an executed contract to schedule fieldwork.

TS proposes to complete the initial site visit and planning fieldwork in late fall 2019, preferably after October 31<sup>st</sup>. A signed contract will allow TS to schedule the site visit and ensure the planning site visit occurs this fall.

This proposed schedule will allow TS to deliver a Feasibility Concept Plan during winter 2019/2020. If the City of Fairhope would like to continue the trails development timeline, a design site visit can be scheduled for early spring 2020.



## Agreement

This document sets forth the agreement for retention of **IMBA's Trail Solutions** (herein referred to as "TS") to provide services to **City of Fairhope** (herein referred to as "Client") in connection with the above-noted project. The basis of IMBA's Trail Solutions retention is described above and in the attached Conditions document.

Approved for **City of Fairhope**

By \_\_\_\_\_

Name & Title \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Approved for **IMBA's Trail Solutions**

By MICHAEL D. REPYAK

Name & Title Michael Repyak, Trail Solutions Director of Planning and Design

Date January 23, 2019

*AL Fairhope Feasibility Proposal 190122v2.0.docx*

*Enl: Conditions*

*Mountain Bike Trails Feasibility Concept Plan – Fairhope, AL*



- 9) To reduce costs all materials (e.g., maps, reports, notes, photos, data layers, etc.) will be provided in electronic format only.
- 10) No field flagging or trail corridor alignments will be produced with this effort.
- 11) TS reserves the right to utilize the resulting work in promotional and/or marketing materials.
- 12) Any additional fee-based work outside the scope of this project shall require explicit approval by the Client before being executed.
- 13) Comments on the draft plan to TS from the client shall be delivered only once and in the format of a succinct, inclusive response.
- 14) Payment for services shall be rendered within 30 days of invoicing. Invoices shall be submitted following the completion of the relevant task
- 15) This proposal is valid for 20 days from the date of issue. After that time, TS reserves the right to revise or rescind the offer for its services.

*Mountain Bike Trails Feasibility Concept Plan – Fairhope, AL*



**INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION**



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council hereby authorizes Mayor Karin Wilson to execute an Agreement for Professional Services with International Mountain Bicycling Association Trail Solutions to complete a Mountain Bike Trails Feasibility Concept Study for the City of Fairhope with a not to exceed amount of \$9,730.00.

DULY ADOPTED THIS 11TH DAY OF FEBRUARY, 2019

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

Attest

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

**HISTORIC PRESERVATION  
COMMITTEE**

**NOMINEE (S)**

**3-Year Term**

APPOINTMENTS\_\_\_\_\_.

REAPPOINTMENTS\_\_\_\_\_.

Gary Gover

The term shall end February 2022

# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533.

PLEASE PRINT CLEARLY

Last Name: Gover First Name: Gary

Phone Number: 990-8662 Cell: n.a. Email: govers@bellsouth.net

Home Address: 300 Lincoln St.

City: Fairhope State: AL Zip: 36532

Business Address: n.a.

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: Historic Preservation Committee

### EDUCATIONAL BACKGROUND:

B.S. in Biological Science, State University of New York at Stony Brook, 1970  
Graduate work in Business Administration, Temple University, 1972  
Graduate work in Public Administration, SIU – Washington, DC 1974-1975

### PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

### PROFESSIONAL EXPERIENCE:

systems analyst (supervisor and manager) (large-scale information system projects)  
US Department of Veterans Affairs 1971-1996

### CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Fairhope Environmental Advisory Board – Chairman; Fairhope Preservation Committee – member.  
Fairhope Pedestrian & Bicycle Committee – member; Earth Day Mobile Bay – Chairman/President.  
Local Food Production Initiative – Vice President.

### HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

My government and lifelong experiences will advance the Committee's work.

Signature: Gary Gover

Date: 1/26/19

You may attach a resume with this application.

City of Fairhope

JAN 28 '19 AM 8:36

*JAL*

Approval for Special Event Request

1 | 17 | 19 Date complete application submitted to Rental Facilities Department

City Sponsored Event       Non City Sponsored Event

Event: FAIRHOPE VOLUNTEER FIRE DEPT. - 3rd ANNUAL BBQ Cook-off FUNDRAISER

Person Requesting: Wm. Joseph Leavitt III

Date of Event: 3-30-19

Location: Civic Center + parking lot (for cook teams)

Please attach all supporting documentation.

**Approval:**

*Stephanie Holliday* Date: 1/18/19  
Police Chief/Designee

Estimated security cost for event \$ 1,000 OFF-DUTY  
*Carl E. King* Date: 1/23/19  
Director of Public Works/Designee

Estimated cost for city services \$ \_\_\_\_\_

**Disapproval:**

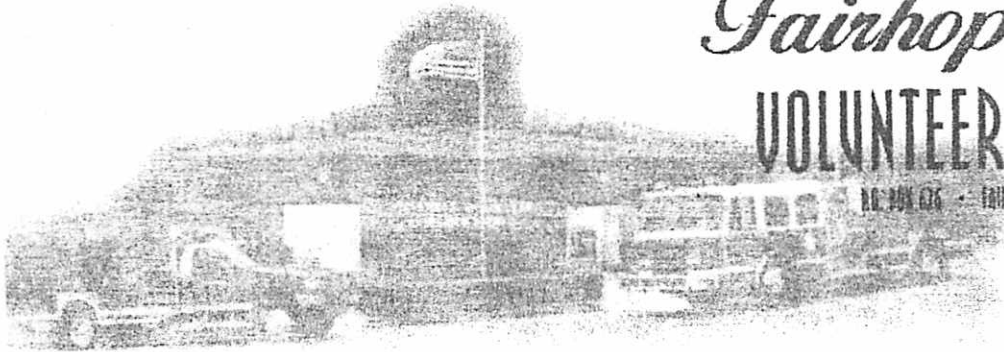
\_\_\_\_\_  
Date: \_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Date: \_\_\_\_\_  
Director of Public Works/Designee

Route back to rental facilities department for application package finalization

NOTES: \_\_\_\_\_

Once signatures are obtained, please forward to the City Clerk's office to go before council.



# Fairhope

## VOLUNTEER FIRE DEPARTMENT

RD. BOX 676 • FAIRHOPE, ALABAMA 36533 • PHONE (251) 990-0143

January 4, 2019

To whom it may concern,

*Inc*  
↑

The Fairhope Volunteer Fire Department is planning the 3rd annual BBQ(Smoke 'em if you got 'em) Cook-Off Fundraiser. We are requesting that we be allowed to use the Fairhope Civic Center on March 30, 2019. We would like to request that any fees associated with holding this fundraiser be waived. The services that we are requesting from the city are as followed: Barricades, Electric Junction Boxes, Water, Trash and Recycling bins, Trash Truck, AC Restroom Trailer, 2 Light towers, Police, and several of the city tail gate tents. We would also like to ask for permission to sell alcohol. We plan on using the Civic Center on Saturday March 30, 2019 at 6:00 AM to Sunday April 1 at 12:00AM. Thank you for your consideration.

Respectfully,

*Chris Ellis*

Chris Ellis  
Fire Chief

*Joey Leavitt*

Joey Leavitt  
Committee Chairman

*located at  
161 North Section St  
Fairhope, AL 36532*

# APPLICATION FOR USE OF FAIRHOPE CIVIC CENTER

PO Drawer 429 - Fairhope AL. - 36533 - (251) 990-0130 (251) 929-1479

We, the undersigned, hereby apply for the use of certain facilities at the Fairhope Civic Center and, in connection with said application, furnish the following:

1. We wish to use:  Auditorium  Lobby  Storeroom  Delchamps 1, 2  Council Chamber
2. Date(s) requested: March 30, 2019 open: \_\_\_\_\_ Event Hours: from 7:00 AM to 11:00 PM
3. Renters Name: Fairhope Vol Fire Department Phone (C): 251-379-1924  
Billing Address: \_\_\_\_\_ Phone (W): \_\_\_\_\_  
City: Fairhope State: AL Zip: 36532 Email: Leavittj@yahoo.com  
Person to Contact: Joey Leavitt Phone: \_\_\_\_\_
4. Approx. number of persons expected - Adults: \_\_\_\_\_ Minors: \_\_\_\_\_
5. Purpose of use: Fun Raiser Will kitchen be used? yes
6. Describe any equipment to be used: Tables, chairs, stage, Portable Bar, Parking lot,
7. Will there be any alcohol on the premises? yes If so, security must be provided by the FHPD. If cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure. All bartenders must be licensed.

## CANCELLATION POLICY

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is larger and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event.

## INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the City of Fairhope Civic Center, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the facilities at the Fairhope Civic Center who are injured or suffer property damage that is in any way caused by my use of the Fairhope Civic Center. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Fairhope Civic center.

## RENTAL AGREEMENT

I further stipulate that I have read and understand all the rules and regulations as set forth in **Resolution No. 3039-18** by the governing body of the City of Fairhope, for the use of this facility, and will abide by the same; and acknowledge that if any required chaperones or law enforcement personnel are not present, the event will be terminated.

I have read and agree to the above policies including the cancellation and indemnity agreements.

Renter's Signature: [Signature] Date: 11/4/19  
Fees paid: \$ \_\_\_\_\_ Check No.: \_\_\_\_\_ Date: \_\_\_\_\_ City Personnel: M. Stonehouse

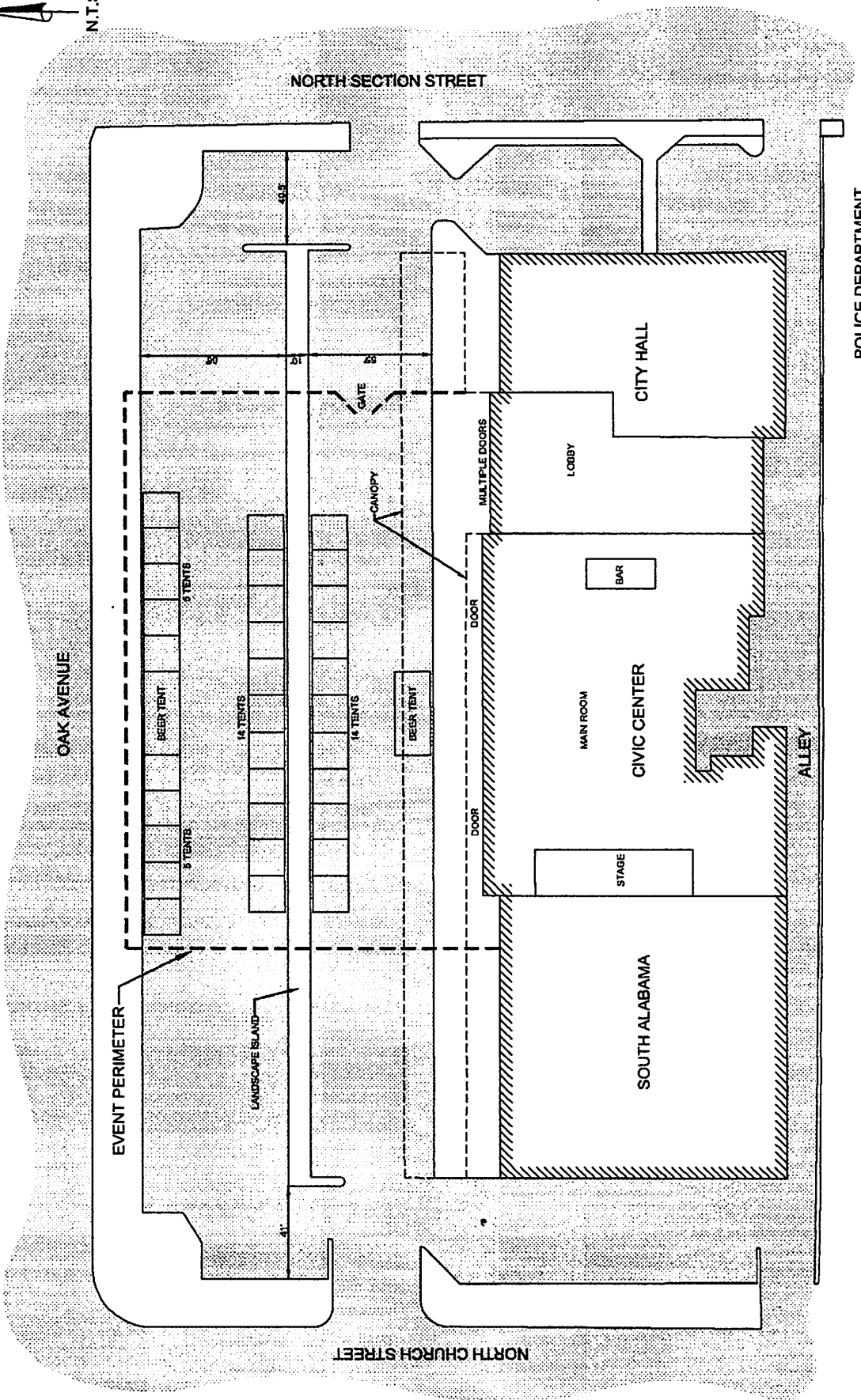
Office Use Only

Deposit \_\_\_\_\_ Entered in Calendar \_\_\_\_\_ Insurance Liability (Y) \_\_\_\_\_ (N) \_\_\_\_\_



PRODUCED BY AN AUTODESK STUDENT VERSION

**3rd ANNUAL  
FAIRHOPE VOLUNTEER FIRE DEPARTMENT  
BBQ COOK-OFF**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> John A Robertson Insurance Agency Inc 101 North Section Street Fairhope , AL 36532	<b>CONTACT NAME:</b> Nicole Vickers <b>PHONE (A/C No. Ext):</b> 251-928-2163 <b>FAX (A/C No):</b> 251-928-2182 <b>E-MAIL ADDRESS:</b> nvickers.rober27@insuremail.net	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> The American Insurance Company <b>NAIC #</b> 21857	<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Host Liquor Liability</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		XXC80514929 NAEP085576	3/30/2019	03/31/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 50,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
A	Liquor Liability			XXC80514929	3/30/2019	03/31/2019		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured: City of Fairhope Civic Center

<b>CERTIFICATE HOLDER</b> City of Fairhope Civic Center 161 North Section Street Fairhope , AL 36532	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Robert V. Nuccio
---	--



1/25/19  
JAC



CITY OF FAIRHOPE  
P.O. DRAWER 429  
FAIRHOPE, AL 36533  
251/928-2136

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

Jarrett Crum

APPLICANT'S NAME Gulf Coast Pinball SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH Mobile, Alabama

MAILING ADDRESS 58 N. Bayview Street, Fairhope, AL 36532

HOME # (251) 209-5874 WORK # (251) 209-5874

CELL # (251) 209-5874 FAX # \_\_\_\_\_

RESIDENCE ADDRESS 58 N. Bayview Street, Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 1 NO. YEARS AT PREVIOUS ADDRESS 2

PREVIOUS ADDRESS 30156 Lablolly Ct, Spanish Fort, AL 36527

NAME AND ADDRESS OF BUSINESS Gulf Coast Pinball 212 B Fairhope Ave, Fairhope, AL 36532 DIBA Fairhope Pints + Pints

NAME OF CORPORATION Gulf Coast Pinball, LLC

BUSINESS LOCATION 58 N. Bayview St., Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE \_\_\_\_\_ UNDER WHAT NAME \_\_\_\_\_

HAS APPLICANT EVER BEEN ARRESTED Yes IF SO, WHERE Madison, GA

WHEN 02/15/16 WHAT WAS CHARGE Driving while License suspended

DISPOSITION Dismissed; Nolle Prossed

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Susan Crum	58 N. Bayview St. Fairhope, AL 36532	
Phil Cusa	7400 Roper Lane Daphne, AL 36526	
Nicolete Harvey	5800 Southland Dr. Mobile, AL 36683	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

- 011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE**
- 160 - SPECIAL RETAIL LICENSE** – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE**
- 210 - WINE IMPORTER LICENSE**
- 200 - WINE MANUFACTURER LICENSE**
- 240 - NON-PROFIT TAX EXEMPT LICENSE**

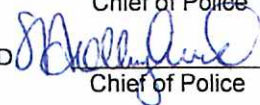
**I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

  
SIGNATURE (FULL NAME)

1/24/19  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Chief of Police

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY COUNCIL \_\_\_\_\_ City Clerk

APPROVED  DATE 1/30/19  
Chief of Police

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY COUNCIL \_\_\_\_\_ City Clerk

\*\* The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.