

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

MONDAY, 12 AUGUST 2019 – 4:30 P.M. – COUNCIL CHAMBER

1. Electric Service Standards Discussion – Michael Allison
2. Discussion of Water and Sewer Connection Fees and Expenses – Richard Peterson
3. ATRIP-II Rebuild Alabama Infrastructure Program – Richard Johnson
4. Greeno Road Corridor Overlay Update – Buford King
5. Committee Updates
6. Department Head Updates/Grant Updates

Next Regular Meeting – Monday, August 26, 2019 - Same Time and Place

FAIRHOPE PUBLIC UTILITIES ELECTRIC SERVICE STANDARDS

These standards are issued by City of Fairhope as requirements for obtaining electric service and electric line extensions and to put forth the service available, conditions for service, and the standards for construction. The requirements of this standard supersede all previous publications of "Electric Service Standards" issued by City of Fairhope prior to this date and is subject to change without notice. These standards are applicable within the service territory of the City of Fairhope Electric Department. For information on standards outside of the Fairhope Electric Department's service territory, contact the appropriate electric utility.

These are provided to assist customers, architects, engineers, contractors, developers, wiremen, and inspectors in planning and installing electric distribution and electric service. It is not intended that any requirements may be unduly restrictive or burdensome, but that these regulations and policies serve to provide safety guidelines and expedite service connection by establishing uniform and equitable standards for electric service.

No one rule or instruction covers all conditions. For conditions not specifically covered within these standards, the customer shall defer to the Electric Department Superintendent or his/her designee for a decision on the appropriate course of action.

The City of Fairhope welcomes and encourages all inquiries concerning unusual or special needs and to provide clarification of our requirements and standards.

General:

All new construction will be installed underground including residential, commercial and industrial.

The customers wiring and electrical equipment shall be installed in accordance with the latest versions of the National Electric Code (NEC), any state and local ordinances.

All wiring installations must be inspected and approved by the City of Fairhope Building Department. Connection to the City of Fairhope's electric system can only be completed after this inspection and approval has been obtained.

The City of Fairhope will refuse service to any new or altered installation which the City considers to be unsafe. The City may disconnect a service that shows physical evidence of tampering, hazardous conditions or diversion. Notice of disconnect will be provided to the customer in these instances.

The Customer will give the duly authorized agents and employees of City of Fairhope, when properly identified, full and free access to the premises of the Customer at all reasonable hours. This access will be for the purpose of installing, reading, inspecting, adjusting, repairing,

maintaining, replacing or removing any of the City of Fairhope's facilities on the premises of the Customer or for any other purpose incidental to the electric service supplied by City of Fairhope.

The City of Fairhope will use reasonable diligence to supply continuous electric service to the customer but does not guarantee the supply of electric service against irregularities or interruptions. The City of Fairhope will not be considered in default of its service with the customer and will not otherwise be liable for any damages incurred by any irregularity or interruption of electric service.

Secondary Voltages:

The following voltages are supplied by the City of Fairhope. For any voltage request outside of these, contact the Electric Superintendent.

Single-phase, two-wire, 120 volts.

Single-phase, three-wire, 120/240 volts.

Two-phase, three-wire, 120/208 volts wye.

Three-phase, four-wire, 120/208 volts wye.

Three-phase, four wire 277/480 volts wye.

The actual secondary distribution voltage at the customer's meter will vary up to and including plus or minus 5 percent of the nominal voltage conforming to the ANSI Standard C84.1, which deals with electric power supply and utilization systems. It must be recognized that because of conditions outside the City of Fairhope's control, there will be infrequent and limited periods when sustained voltage outside these limits may occur. Additional voltage variation will occur between the meter and the customer's utilization equipment at normal operation.

Metering:

Only one meter for each rate and/or voltage class under which the customer receives service will be installed and maintained by the City of Fairhope for each customer at each service address.

Additional meters may be used at the sole discretion of the City of Fairhope when the electric requirements to the building exceed the capacity of the largest transformers or other circumstance where it is required for the convenience of the City of Fairhope.

The customer will provide and maintain without cost to the City of Fairhope, sufficient and proper facilities for the installation of electric meters, including Current Transformer (CT) cabinet, and other electrical apparatus. Meter sockets will be provided by the City of Fairhope. The equipment will be installed at an easily accessible location on or within the premises to be supplied with service and in accordance with the rules contained herein. The electric meter socket and CT cabinet are owned by the customer and all costs to maintain this equipment are the owner's responsibility. CT cabinets are to be installed on the customer's building. CTs will not be installed inside or connected to a transformer without prior approval of the Electric Superintendent or his/her designee.

The City of Fairhope will supply CTs and wiring from the CTs to the meter.

Single phase electric services rated at 200 amps (main size) and below, require a self-contained meter socket. Single phase electric services rated greater than 200 and up to 400 amps may install either a 320-amp self-contained meter socket (120/240V only) or a CT (current transformer) rated meter socket and CT Cabinet. Single phase self-contained meter sockets for electric services rated at 400 amps and below, are acceptable with, or without an integral disconnect [main breaker(s)]. Single phase electric services rated over 400 amps will require a CT (current transformer) rated meter socket and CT Cabinet.

Electric Meter Locations:

The location of meters and metering equipment will be designated by the City of Fairhope where they will be readily accessible at all reasonable hours for reading, testing, inspecting, and other maintenance purposes. No wiring dependent upon the meter location should be started until the location has been assigned. Meter locations will meet the following requirements:

- Meter sockets will be plumb and securely fastened to the building wall (at framing members).
- All new or upgraded meter sockets will be installed where measurement at centerline of meter is 5 to 6 feet above finished grade or permanent platform. If this measurement cannot be met, a variance to this rule is required on a case-by-case basis through the Electric Superintendent.
- Meter sockets must NOT be installed under projections lower than 6-1/2 feet to allow for reading and maintenance of equipment.
- A minimum of three feet of clear space must be left in front of the meter for reading.
- A minimum of two feet of clear space measured from any part of the meter socket to all conduits, pipe, walls, etc. must be maintained for servicing.
- Electric meters, CT cabinets, panels or any source of ignition will be located at least three feet radially from gas meter regulator vents.
- All above-ground conduit on the line side of the meter will be SCH80 PVC. In all cases it will be as required by City of Fairhope Building Department to meet the NEC.
- Customer owned equipment shall not be physically attached to a City of Fairhope meter. Any customer equipment found attached to a City of Fairhope meter will be removed.
- Exterior meters will not be installed where they will interfere with traffic, sidewalks, driveways, or where they will obstruct the opening of doors or windows, or in any location which may be considered hazardous or cause damage to the metering equipment.
- If multiple meters are at the same location, the customer will tag each meter base with enough information to readily identify the location served. This will be a brass tag or other permanent, weatherproof mechanism, attached to the meter base with the unit number.

CT Cabinet Locations:

Where CT cabinets are required, they will be furnished and installed on the outside of an exterior wall by the customer.

All residential single-phase CT metered installations shall be wired using two CTs. The size of the cabinet shall allow a minimum bending space in accordance with Section 312 of the National Electrical Code. If the service wires enter the cabinet, terminate directly on the CTs and exit on the opposite side, then minimum cabinet dimensions shall be 18" wide x 24" high x 10" deep. This cabinet will accommodate installations with a maximum of two 350-kcmil conductors per phase. The City of Fairhope will designate a point to which a customer shall install either (1) 3 inch or 4 inch conduit from the CT's at a depth of 36 inches- typically to a j-box or transformer SCH80 PVC.

All commercial and residential CT cabinets shall meet the following requirements:

- CT cabinets requiring three CTs shall measure a minimum of 24" wide x 30" high x 10" deep.
- Rated and factory labeled "NEMA 3R."
- Rated 600 volts maximum and shall have a grounding lug.
- Doors shall be supplied with a hasp to accept a padlock (5/16 inch diameter shackle). All raceways and compartments ahead of the cabinet shall also be sealable. No breakers, fuses, or other customer accessible equipment is allowed in the cabinet.
- Incorporate a provision (lug or terminal) for bonding together line and load side service neutrals with electrical bond to the cabinet. If the CT cabinet is on the load side of the main disconnect, where the neutral is already grounded, do not bond neutral block to the CT cabinet. This termination shall also include a terminal for connecting #12 AWG solid or stranded copper wire to the neutral conductor within the enclosure for purpose of providing a secondary neutral to the meter.
- CT cabinets shall be installed immediately adjacent to the associated meter socket(s). A minimum clearance will be provided in front of the CT cabinet to fully open the door and have at least 3 feet of working space. The maximum height to the top of a CT cabinet will not exceed 7 feet above finished grade. Physical location of the CTs must be centered between 48 inches and 72 inches above finished grade. CTs must be installed with the white dot (H-1) facing the line side. The line side must be fed from the top of the CT cabinet, with the load side fed from the bottom. The contractor will be required to label the line side and load side of the CT cabinet. The line and load sides shall be marked accordingly as "LINE" or "LOAD". No other meter devices or customer equipment will be allowed within the CT cabinet. Any variance requires written approval from the City of Fairhope Electric Superintendent.

Temporary (Construction) Services:

- No electric service will be disconnected for demo without a demo permit issued by the City of Fairhope Building Department.
- Locations of temporary services will be coordinated with the Fairhope Electric Department
 - Please call 928-8003 to coordinate location
- Electrician / Customer will supply all necessary hardware including pole, breakers, ground rod, meter socket and the required wiring from meter to the breakers.

- Installation must meet the then current NEC including GFI breakers and grounding.
- The City of Fairhope will verify the installation prior to energization of the temporary service.

Clearance around equipment:

The City of Fairhope provides a safe work environment for its employees. As such, landscaping, walls, fences or other obstructions that prevent employees from safely performing their job functions shall be removed. The City of Fairhope shall not be responsible for the replacement of any landscaping, walls, fences or other items that were removed. Please see the clearances below, if the customer has any questions about these distances contact the Electric Superintendent.

- Minimum of 3' of clearance between the sides and back and 6' of clearance in the front of pad mounted transformers.
- Minimum of 8' of clearance around all sides of a pad mounted switch.
- Minimum of 3' of clearance around all sides of other equipment.

Security Lighting:

Security lighting is defined as year-round outdoor security lighting of yards, walkways, and other areas on property owned by individuals or organizations. Security lighting will be billed to the customer according to the current rate schedule.

Security lighting is not intended to take the place of or interfere with Street Lighting applications (public or private roadway lighting). Security lighting is not intended to take the place of engineered parking lot, storage lot or other commercial lighting requirements.

A limit of two structures and four lights will be installed on any commercial property and a limit of one structure and two lights for residential property.

Lights to be served shall be at locations which are easily and economically accessible to City of Fairhope vehicles, equipment and personnel for construction and maintenance.

It is intended that City of Fairhope owned security lights be installed on existing facilities (distribution poles with secondary conductor), or "short extensions." Short extensions are limited to the installation of a single pole and span of secondary (up to 75') per light. Lighting may be fed underground at the sole discretion of the Electric Superintendent or his/her designee.

The number of outdoor lights is limited to four (4) lights per pole on those poles entirely devoted to the support of outdoor lights, and two lights on all other poles. These limits may be reduced due by the City of Fairhope when existing infrastructure will not support 4 lights.

Luminaires installed on poles along an adjacent roadway **must** be faced towards private property. The bracket length for conventional luminaires is 2-1/2 feet.

Security lighting will comply with the City of Fairhope lighting ordinance.

Streetlights:

New streetlights in residential areas will be installed or removed by the City of Fairhope at the request of the homeowner or HOA provided:

- The location of the streetlight or removal is approved by the Electric Superintendent or his/her designee.
- The homeowner or HOA requesting the streetlight or removal has provided to the City written acknowledgement and consent from all homeowners within three houses on each side of the light and on both sides of the street. This consent shall include the owners name, address and signature.

For sub-divisions outside of the City of Fairhope's electric service territory but within City limits, the streetlights will be installed according to the requirements of the utility serving that area. Ownership and maintenance of the light will remain with that utility with the energy cost being paid for by the City of Fairhope.

Aid to Construction (ATC)

General Information:

- The building department will collect the appropriate fees when application for permit is made.
- No permanent service will be energized prior to inspection and approval by the City of Fairhope Building Department.
- Any service installations larger than 400 Amp require load calculations completed by a licensed Electrical Engineer or Master Electrician prior to approval.

Commercial and Industrial Buildings:

- The minimum charge for a commercial / industrial service is \$1000.00. Actual cost will be determined by the formula \$1000.00 per 200 Amps of service.
- Exception may be made if no trenching or boring is required to provide service. In this case, Aid to Construction will be determined by the cost of the equipment needed to supply the service. In no case will the cost be less than \$1000.00.
- The contractor supplies and installs the conduit from the takeoff pole or alternate location determined by the Electric Superintendent or his/her designee to the transformer. The contractor is also responsible for the secondary conduit and wire from the transformer to the service point.
- The point of demarcation for electric service will be the secondary bushings of the transformer. The customer will own all conduit and wire downstream of the demarcation point, except for metering equipment (meters, CT's) which will remain the property of the City of Fairhope.

- The contractor supplies the concrete pad for the transformer. Specifications will be provided by the Electric Department.
 - Prior to the concrete pad being poured the site must be compacted to a minimum of 95% proxy. Compaction test results must be sent to the Electric Lead Lineman prior to framing.
 - Once transformer pad framing is complete, the contractor will contact the Electric Lead Lineman for inspection prior to pouring of concrete.
- The Electric Department will supply and pull the primary wire from the takeoff pole to the Transformer and terminate.

Residential Buildings:

- For residential services including overhead to underground conversions, the City of Fairhope will trench / bore in the secondary pipe and wire from the transformer to the service and terminate.
- The minimum charge for a residential service is \$250.00. This charge is for an open trench up to 50 feet and includes the pipe and wire. Services over 50 feet will be charged accordingly at \$5.00 per foot.
- The minimum charge for a residential service requiring a bore is \$500.00. This charge is for a service requiring a bore to be made of up to 50 feet and includes the pipe and the wire. Services over 50 feet that require a bore will be charged accordingly at \$9.00 per foot.
- Other than overhead to underground conversion, all distances will be calculated from the property line to the meter location. If no meter location is known, distance will be calculated to the center of the lot. For overhead to underground conversion, distances will be calculated using the existing service length from the takeoff pole to the meter.
- Residential services in new subdivisions will be charged a flat \$400.00.

Primary Overhead to Underground Conversion:

- Overhead to underground conversion of poles framed for primary voltages at a customer's request or resulting from new construction will be charged the full costs of the conversion, including conversion of services as needed.
 - An estimate will be provided by the Electric Department and must be paid prior to any construction.
 - The scope of the required conversion will be determined solely by the Electric Superintendent or his/her designee.
 - Conversion of single-phase primary will be from tap point to the end of the lateral.
 - Conversion of three-phase primary typically be from the protective device to protective device, but each case will be individually determined.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE 953, AND TO REPEAL
ORDINANCE NO. 675, ORDINANCE NO. 1196, AND ORDINANCE NO. 1217,
AN ORDINANCE TO AMEND CHAPTER 21, ARTICLE III, WATER,
REPLACING SECTION 21-32 CONNECTION FEES AND EXPENSES
FAIRHOPE CODE OF ORDINANCES**

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

ARTICLE III. WATER

Sec. 21-32 CONNECTION FEES AND EXPENSES:

(a) The City of Fairhope has established fees for metered connections to the water system based on an equivalent residential connection, ERC, using an average daily volume of 250 gallons. The total connection fee is a combination of costs that include a Capacity Asset Fee and an Installation Fee. The Capacity Asset Fee, for each new service, is to recover cost relating to the capital investment required to provide the source water (groundwater wells), treatment facilities and ground or elevated storage tanks and capital funding necessary to maintain said facilities. The fee will also provide capital funding for capacity improvement projects where growth or hydraulic capacity requirements to support needed fire flows are recommended.

(b) The Installation Fee, if required, is to recover the material and labor costs to install the service when an existing service to the property is not available. The Capacity Asset Fee and the Installation Fee are one-time fees to provide water service to a specific location and cannot be transferred to another site. Any water service upgrades to a location will be determined as the difference between the existing Capacity Asset Fee and the proposed Capacity Asset Fee. Installation upgrades will be based on the Installation Fee schedule for the Meter size of the requested upgrade.

(c) There are hereby established connection fees for new connections to city water service as follows:

1. Inside the City of Fairhope city limits:

Meter Size	Capacity Asset Fee	ERC	Max ERC Units		Installation Fee (If Required)
		(Commercial)	Multi-Family		
¾"	\$ 1,500.00	1	1		\$ 500.00
1"	\$ 3,750.00	2.5	4		\$ 750.00
2"	\$11,250.00	7.5	28		\$ 2,000.00
3"	\$18,000.00	12	75		\$ 2,500.00
4"	\$27,000.00	18	125		\$ 3,500.00
>4"	As Determined by the Superintendent or Director of Operations				

For multi-residential, master metered complexes, the Capacity Asset Fee shall not be less than the either, 1.) The fee(s) stated above, or 2.) \$1,500 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed. Installation Fee is based on meter size.

2. Outside the City of Fairhope city limits:

A multiplier of 1.5 shall be used to determine the fee for connections out of the City of Fairhope city limits using the fee calculated, based on meter size and any required installation fee determined in 1. above.

Ordinance No. _____

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3. Irrigation:

Where an existing water customer desires a separate water meter for irrigation, the City of Fairhope may install a second water meter, using the existing service main at a cost equal to the Installation Fee stated above, to be used with an automatic sprinkler system. The size of the Irrigation meter shall be no larger than the existing meter. The Irrigation (water only) service shall be billed at the same rate of the primary meter of the existing service, or an approved "Irrigation Rate". The usage will not be included in the sewer portion of the bill for the account.

4. Miscellaneous Fees and Charges:

A. Where water main extensions or upgrades are required to serve a customer or a new development, the cost to provide the minimum needed water capacity, including fire protection, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade or upsize the minimum requirement at no additional cost to the customer or developer.

B. Where a fire protection system requires an unmetered fire main/sprinkler system, the customer shall be responsible for all costs associated with the unmetered service, including a service tap on the main, with isolation valve and approved backflow prevention device at the edge of Right of Way or easement. A fire department connection shall be included on the discharge side of the backflow prevention device.

C. Where reduced pressure backflow devices are required, the customer shall be responsible for the installation and maintenance of such devices.

5. Penalty for Violation

Any person found guilty of violating any provision of this ordinance or of doing any act made unlawful by this ordinance shall be punished as provided in Section 1-8 of the Code of Ordinances of the City of Fairhope, Alabama.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Sec. 21-32. - Tap fees; connection expenses.

(a) There are hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - $\frac{3}{4}$ -inch connection to main \$1,500.00
- (2) Outside city limits - $\frac{3}{4}$ -inch connection to main 1,800.00
- (3) Inside city limits - One-inch connection to main 1,800.00
- (4) Outside city limits - One-inch connection to main 2,100.00
- (5) Inside city limits - For connections greater than one inch, plus the city's actual cost of meter, materials, and labor 2,500.00
- (6) Outside city limits - For connections greater than one inch, plus the city's actual cost of meter, materials, and labor 2,800.00
- (7) Sprinkler meters for irrigation use only:

$\frac{3}{4}$ -inch connection to existing service\550.00

One-inch connection to existing service\650.00

Half ($\frac{1}{2}$) of the tap fee shall be used for operating cost and half ($\frac{1}{2}$) shall be used for capital improvement to the water system only.

- (b) Boring under roadway, where required, shall be at owner's expense and is not included in tap fee.
- (c) Curb and sidewalk repair or replacement shall be performed by the city and the owner shall reimburse the city for its cost.
- (d) Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the city at no additional cost.
- (e) If connection to main has to be done then the full connection fee shall be charged.

(Ord. No. 675, § 1, 5-25-81; Ord. No. 953, § 1, 1-10-94; Ord. No. 1196, 1-26-2004; Ord. No. 1217, 6-27-2004)

Sec. 1-8. - General penalty; violations of code, ordinance, or state law.

- (a) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is in violation of this Code or any ordinance of the city, now existing or hereafter enacted, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine or sentence of imprisonment established under state law for the commission of substantially similar offenses.
- (b) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is declared by a law or laws of the state, now existing or hereafter enacted, to be a misdemeanor, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period of not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine and sentence established under state law for the commission of substantially similar offenses.
- (c) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code or of an ordinance, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, the revocation of a license or permit, or the abatement of a nuisance and the assessment of the cost thereof, shall not be considered a recovery or penalty so as to bar the enforcement of any other penalty.
- (d) Whenever a minimum but not maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum exceeding the minimum fine or penalty so imposed but not exceeding five hundred dollars (\$500.00).
- (e)

No provision of this Code or any ordinance designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

(Ord. No. 644, § 4, 12-19-79)

Cross reference— Power of municipal court, § 10-7; certain traffic costs, § 10-14; court costs, §§ 10-7(d), 10-14; adoption of state misdemeanor, etc., § 14-1.

State Law reference— Authority of city to enforce obedience to ordinances by fine not exceeding \$500.00 and by imprisonment or hard labor not exceeding 6 months, or both, Code of Ala. 1975, §§ 11-45-1, 11-45-9; authority to abate nuisances, §§ 11-47-117, 11-47-118; as to municipal courts, see § 12-14-1 et seq.

ORDINANCE NO. 675

An Ordinance establishing fees for connection to the City's Water and Sewer Mains and repealing all previously established fees.

Be It Ordained by the City Council of the City of Fairhope, Alabama, as follows:

Section 1. There is hereby established tap fees for connection to City utility mains as follows:

Sewer	
4" Connection to Main	\$275.00
6" Connection to Main	\$475.00
8" Connection to Main	\$675.00

Water

3/4" Connection to Main \$300.00

For connections greater than 3/4", the fee shall be based on City's actual cost of meter, materials & labor.

Boring under roadway, where required, shall be at owners expense and is not included in Tap Fee.

Curb & Sidewalk repair or replacement shall be performed by the City and the owner shall reimburse the City's cost.

Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the City at no additional cost.

Section 2. All ordinances in conflict herewith be and the same hereby are repealed.

Section 3. This Ordinance shall be come effective upon its due adoption and publication as required by law.

ADOPTED this 25th day of May, 1981.

Approved: *Don P. Nix*

Attest: *Evelyn P. Phillips*
City Clerk

Ord. No. 675 Published in EASTERN SHORE COURIER
on 5/28/81
E. Phillips City Clerk

ORDINANCE NO: 1196

AN ORDINANCE AMENDING ORDINANCE NO. 953
TAP FEES/CONNECTION EXPENSES

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

ARTICLE III. WATER

AMEND - Sec. 21-32 Tap fees; connection expenses

(a) There hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - 3/4 -inch connection to main.....\$1,500.00
- (2) Outside city limits - 3/4-inch connection to main.....\$1,800.00
- (3) Inside city limits - One-inch connection to main.....\$1,800.00
- (4) Outside city limits - One-inch connection to main.....\$2,100.00
- (5) Inside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,500.00
- (6) Outside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor....\$2,800.00

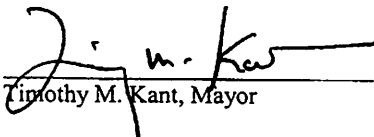
Half of the tap fee shall be used for operating cost and half shall be used for capital improvement to the Water System only.

(b), (c), (d) shall remain the same

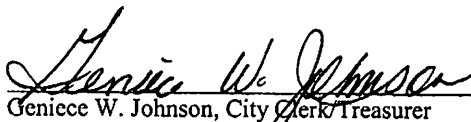
This ordinance shall take effect February 1, 2004, and upon its due adoption and publication as required by law.

ADOPTED THIS THE 26th DAY OF January, 2004.

Ord. No. 1196 Published in
FAIRHOPE COURIER
on 1/23/04
A. Johnson, City Clerk


Timothy M. Kant, Mayor

Attest:


Geniece W. Johnson, City Clerk/Treasurer

ORDINANCE NO: 1217

AN ORDINANCE AMENDING ORDINANCE NO. 1196
TAP FEES/CONNECTION EXPENSES

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

ARTICLE III. WATER

AMEND - Sec. 21-32 Tap fees; connection expenses

(a) There hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - 3/4-inch connection to main.....\$1,500.00
- (2) Outside city limits - 3/4-inch connection to main.....\$1,800.00
- (3) Inside city limits - One-inch connection to main.....\$1,800.00
- (4) Outside city limits - One-inch connection to main.....\$2,100.00
- (5) Inside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,500.00
- (6) Outside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,800.00
- (7) Sprinkler meters for irrigation use only:
 - 3/4 inch connection to existing service \$550.00
 - One-inch connection to existing service \$650.00

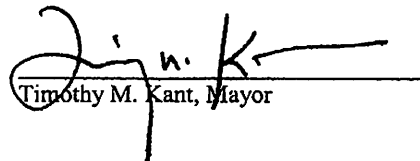
Half of the tap fee shall be used for operating cost and half shall be used for capital improvement to the Water System only.

(b), (c), (d) shall remain the same

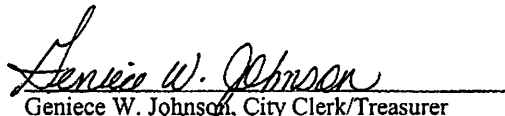
(e) If connection to main has to be done then the full connection fee shall be charged.

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

ADOPTED THIS THE 27th DAY OF MAY ~~June~~, 2004.


Timothy M. Kant, Mayor

Attest:


Geniece W. Johnson, City Clerk/Treasurer

Ord. No. 1217 Published in
THE FAIRHOPE COURIER
on 6/15/04
 City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE 953, AND TO REPEAL
ORDINANCE NO. 675, ORDINANCE NO. 715, ORDINANCE NO. 1411,
AND ORDINANCE NO. 1422, AN ORDINANCE TO AMEND
CHAPTER 21, ARTICLE III, SEWER, REPLACING SECTION 21-52
CONNECTIONS REQUIREMENTS AND CONNECTION FEES,
FAIRHOPE CODE OF ORDINANCES**

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

ARTICLE IV. SEWERS*

Sec. 21-52 CONNECTION REQUIREMENTS AND CONNECTION FEES

(a) The Specifications for connecting to the sanitary sewer system of the City of Fairhope include:

1. All connections shall be made at, or near, the boundary between the private property being served and the edge of the Right of Way or Easement. The customer is responsible for all maintenance of the service line from the connection up to and within the premises being served.
2. All service line pipe material shall be Schedule 40 PVC or Ductile Iron pipe. A cleanout shall be provided at the point of connection.
3. All work shall be in strict accordance with the current plumbing codes and guidelines adopted by the city of Fairhope. This includes the size of the service line material and the grade it is installed on to meet the flow requirements of the premises. Confirmation of available slope shall be determined by the owner prior to any work.
4. Grease traps, Grit traps and other protective devices shall be installed by the owner, subject to approval of the city of Fairhope building official or the Director of Operations for Utilities. All work must be inspected and approved prior to being backfilled and covered.
5. In no case shall any collection of rain water be allowed to enter the sewer system at any location on the property being served.

(b) Connection Fees and Expenses.

1. The Connection Fee schedule is established to recover costs relating to capital needs for treatment and transmission systems. This Capacity Asset Fee is based on an equivalent residential connection, ERC, using 225 gallons per day per ERC.
2. Inside the City of Fairhope city limits:

Meter Size	Capacity Asset Fee	ERC (Commercial)	Max ERC Multi-Family
¼"	\$ 1,500.00	1	1
1"	\$ 3,750.00	2.5	4
2"	\$ 11,250.00	7.5	28
3"	\$ 18,000.00	12	75
4"	\$ 27,000.00	18	125
>4"	As Determined by the Superintendent or Director of Operations		

For multi residential complexes, the Capacity Asset Fee shall not be less than either, 1.) The fee(s) stated above, or 2.) \$1,500.00 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed.

(c) Additional Provisions

1. Outside the City of Fairhope city limits:

A multiplier of 1.5 shall be applied to the Capacity Asset Fee to determine the fee for connections out of the City of Fairhope city limits.

2. Connection Requirements:

When a gravity connection (lateral) is not available to the property requesting service, the owner shall be responsible for all costs relating to providing said service. The City of Fairhope, when possible, may provide a cost estimate of labor, materials and any repair of concrete or asphalt to the owner for this work. The owner may elect to use a licensed plumber, at his expense, for the installation if so desired. All such work must be inspected and approved prior to acceptance. The outside the city multiplier does not apply to any connection related costs required in this paragraph.

3. Miscellaneous Fees and Charges:

Where sewer main extensions are required to serve a customer or a new development, the cost to provide the minimum needed sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, the minimum requirement to accommodate future growth potential at no additional cost to the customer or developer. Properties served from said upgrades, or where existing infrastructure has been provided by others, or installed after March 31, 2019, shall pay a Wastewater Access Fee, at the time of development, equal to \$35.00 per equivalent front foot of the property along the Right of Way from which the property is served. Equivalent front foot shall be equal to the frontage along the Right of Way from which service is provided or the square root of the area of the property, in feet, times \$35.00. When developments connect to an existing force main, the developer shall pay a Wastewater Access Fee equal to \$15.00 per equivalent front foot as defined above. A single-family residential connection (gravity or force main) shall be allowed on a single property with a maximum Wastewater Access Fee equal to a footage of 100 linear feet applied to an Access Fee of \$35.00 per linear foot. Subsequent subdivisions of such single-family properties will be required to pay the full Access Fee. The outside the city multiplier does not apply to any Wastewater Access Fee.

All proposed developments that require off site extensions for service shall participate in the cost of the off-site extensions, including the cost of any upgrades, at a minimum total cost equal to the Access Fee. The City may determine an economic limit to any amount of additional funding required between the total cost of the extension and the value of the Access Fee calculated for such off-site extensions, the balance of which would be added to the Access Fee charged to the developer.

(d) Penalty for Violation

Any person found guilty of violating any provision of this ordinance or of doing any act made unlawful by this ordinance shall be punished as provided in Section 1-8 of the Code of Ordinances of the City of Fairhope, Alabama.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Sec. 21-52. - Same—Specifications; tap fees, connection expenses.

- (a) The specifications for connecting with the sanitary sewer system of the city are as follows:
- (1) All connections shall be made to existing house lines back of the curb or to a Y in the main line. The main line shall not be cut, except by special permission of the city.
 - (2) All pipe shall be vitrified clay, cast iron, cement asbestos, or plastic sewer pipe which shall cover only semirigid plastic pipe manufactured from a class of material known as copolymer of polystyrene compounded for high impact resistance, lightness and minimum elongation. This material is to be extruded in its true form and not adulterated by the addition or subtraction of any basic component. Such pipe shall have a crushing strength of not less than eight hundred (800) pounds per lineal foot in accordance with ASTM—C—4—55 of not less than four (4) inches inside diameter.
 - (3) All joints shall be filled with cement mortar and packed with jute filler to prevent infiltration.
 - (4) No line or connection shall be covered until inspected by the city and written acceptance thereof given, to be noted on original permit.
 - (5) Where required, sand traps, grease traps, and other protective devices shall be installed by the property owner, subject to the approval of the city.
 - (6) The city shall not be responsible for grades used on house line. It shall be the duty of the property owner to see that all lines are laid with sufficient fall to the main sewer to assure satisfactory operation.
- (b) There are hereby established tap fees for connection to city sewer mains as follows:
- (1) Inside the city limits:
 - a. 4-inch connection, per unit \$ 600.00
 - b. 6-inch connection, per unit 800.00
 - c. 8-inch connection, per unit 1,000.00
 - (2) Outside the city limits:
 - a. For single residential, per unit \$2,800.00
 - b.

For duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple-residential arrangements, per unit
2,800.00

Each living unit within such structures must pay the full fee.

- c. For commercial activities with water meter size up to one (1) inch, per unit 2,800.00
 - d. For commercial activities with water meter size over one (1) inch up to one and one-half (1½) inch, per unit 3,000.00
 - e. Commercial activities with water meters exceeding one and one-half (1½) inch in size are subject to a special quotation by the city council.
 - f. Restaurants or other commercial activities operated in connection with a motel, hotel or other such establishment will pay the applicable fee in "c," "d" or "e" above.
- (3) Interpretations of the fees to apply for any entity shall be made by the city council.
 - (4) In the event of a change from a lower to a higher category, the difference in such fees must be paid.
 - (5) The fees herein outlined shall be effective as of the due adoption and publication of this section [May 2, 1983].
 - (6) All applications for sewer connections which have been approved by the city council previous to the adoption of these fees shall be permitted at the old fee, provided they are paid for and issued within the ninety (90) days specified on the applications. No time extensions for any reason shall be allowed where the old fees apply.
- (c) Boring under roadway, where required, shall be at owner's expense and is not included in tap fee.
 - (d) Curb and sidewalk repair or replacement shall be performed by the city and the owner shall reimburse the city for its cost.
 - (e) Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the city at no additional cost.
 - (f) There shall be no sewer connections without water service.
 - (g)

There is hereby established a special banking account, to be entitled "Account for Replacements and Improvements," into which one-half (50%) of the above sewer connection fees outside the city limits will be deposited. This account, plus any earned interest, will be used for replacements and improvements of the City of Fairhope sewer system.

- (h) It shall be an offense against the city for any person, firm or corporation to tap into city sewer mains without prior written authorization. Said offense to be punishable by a fine of not more than five hundred dollars (\$500.00) and not more than six (6) months' imprisonment, or both, at the discretion of the court. Each day the unauthorized connection shall remain shall constitute a separate offense punishable as stated herein.

(Code 1962, §§ 16-20, 16-21; Ord. No. 675, § 1, 5-25-81; Ord. No. 715, § 1, 4-28-83; Ord. No. 953, § 3, 1-10-94; Ord. No. 1411, § 1, 3-8-10)

Sec. 1-8. - General penalty; violations of code, ordinance, or state law.

- (a) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is in violation of this Code or any ordinance of the city, now existing or hereafter enacted, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine or sentence of imprisonment established under state law for the commission of substantially similar offenses.
- (b) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is declared by a law or laws of the state, now existing or hereafter enacted, to be a misdemeanor, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period of not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine and sentence established under state law for the commission of substantially similar offenses.
- (c) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code or of an ordinance, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, the revocation of a license or permit, or the abatement of a nuisance and the assessment of the cost thereof, shall not be considered a recovery or penalty so as to bar the enforcement of any other penalty.
- (d) Whenever a minimum but not maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum exceeding the minimum fine or penalty so imposed but not exceeding five hundred dollars (\$500.00).
- (e)

No provision of this Code or any ordinance designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

(Ord. No. 644, § 4, 12-19-79)

Cross reference— Power of municipal court, § 10-7; certain traffic costs, § 10-14; court costs, §§ 10-7(d), 10-14; adoption of state misdemeanor, etc., § 14-1.

State Law reference— Authority of city to enforce obedience to ordinances by fine not exceeding \$500.00 and by imprisonment or hard labor not exceeding 6 months, or both, Code of Ala. 1975, §§ 11-45-1, 11-45-9; authority to abate nuisances, §§ 11-47-117, 11-47-118; as to municipal courts, see § 12-14-1 et seq.

ORDINANCE NO. 675

An Ordinance establishing fees for connection to the City's Water and Sewer Mains and repealing all previously established fees.

Be It Ordained by the City Council of the City of Fairhope, Alabama, as follows:

Section 1. There is hereby established tap fees for connection to City utility mains as follows:

Sewer		
4" Connection to Main		\$275.00
6" Connection to Main		\$475.00
8" Connection to Main		\$675.00

Water

3/4" Connection to Main	\$300.00
For connections greater than 3/4", the fee shall be based on City's actual cost of meter, materials & labor.	

Boring under roadway, where required, shall be at owners expense and is not included in Tap Fee.

Curb & Sidewalk repair or replacement shall be performed by the City and the owner shall reimburse the City's cost.

Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the City at no additional cost.

Section 2. All ordinances in conflict herewith be and the same hereby are repealed.

Section 3. This Ordinance shall be come effective upon its due adoption and publication as required by law.

ADOPTED this 25th day of May, 1981.

Approved: *James P. Nix*

Attest: *Evelyn P. Phillips*
City Clerk

Ord. No. 675 Published in EASTERN SHORE COURIER

on 5/28/81

E. Phillips
City Clerk

ORDINANCE NO. 715

AN ORDINANCE TO ESTABLISH TAP FEES FOR SEWER CONNECTIONS OUTSIDE THE CITY LIMITS; ESTABLISH RATES; AND MAKE OTHER AMENDMENTS AND ADDITIONS TO SECTIONS 21-52 and 21-54 OF THE CITY OF FAIRHOPE CODE OF ORDINANCES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRHOPE:

Section One. That Section 21-52 (b) shall be amended to read as follows:

(b) There is hereby established tap fees for connection to city sewer mains as follows:

1. Inside the City Limits:
 - (a) 4" connection \$275.00 per unit
 - (b) 6" connection \$475.00 per unit
 - (c) 8" connection \$675.00 per unit
2. Outside the City Limits:
 - (a) \$2,000.00 per unit for single residential.
 - (b) \$2,000.00 per unit for duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple residential arrangements. Each living unit within such structures must pay the full fee.
 - (c) \$2,500.00 per unit for commercial activities with water meter size up to 1 inch.
 - (d) \$3,000.00 per unit for commercial activities with water meter size over 1 inch up to 1-1/2 inch.
 - (e) Commercial activities with water meters exceeding 1-1/2 inch in size are subject to a special quotation by the City Council.
 - (f) Restaurants or other commercial activities operated in connection with a motel, hotel or other such establishment will pay the applicable fee in "c", "d", or "e" above.
3. Interpretations of the fees to apply for any entity shall be made by the City Council.
4. In the event of a change from a lower to a higher category, the difference in such fees must be paid.
5. The fees herein outlined shall be effective as of the due adoption and publication of this Ordinance.
6. All applications for sewer connections which have been approved by the City Council previous to the adoption of these fees shall be permitted at the old fee provided they are paid for and issued within the 90 days specified on the applications. No time extensions for any reason shall be allowed where the old fees apply.

(Sub-paragraphs (c), (d), and (e) of Sect. 21-52 remain as codified.)

- (f) There shall be no sewer connections without water service.
- (g) There is hereby established a special banking account, to be entitled "Account for Replacements & Improvements", into which one-half (50%) of the above sewer connection fees outside the city limits will be deposited. This account, plus any earned interest, will be used for replacements and improvements of the City of Fairhope sewer system.
- (h) It shall be an offense against the City for any person, firm or corporation to tap into City sewer mains without prior written authorization. Said offense to be punishable by a fine of not more than \$500.00 and not more than 6 months imprisonment, or both, at the discretion of the Court. Each day the unauthorized connection shall remain shall constitute a separate offense punishable as stated herein.

Section Two. That Section 21-54 (b) shall be amended to read as follows:

(b) Outside city: The following sewer rates are to be charged for out-of-city service:

1. RESIDENTIAL

- (a) 0 - 4,000 gallons . \$6.76 minimum
- (b) All over 4,000 gallons 100% of Water Bill

2. COMMERCIAL

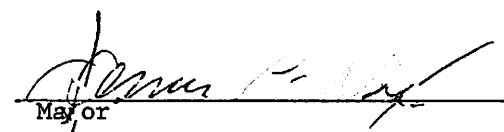
- (a) First 1000 to 4000 Gal at \$1.23 Charges 4.92
- (b) Next 4M (6M) 10M Gal at 1.20 " 7.20
- (c) Next 10M (15M) 25M Gal at 1.18 " 17.63
- (d) Next 25M (475M) 500M Gal at 1.14 " 540.31
- (e) Next 500M (500M) 1000M Gal at 1.10 " 550.00
- (f) Next 1000M (1000M) 2000M Gal at 1.01 " 1010.00
- (g) Next 2000M (1000M) 3000M Gal at 0.62 " 620.00
- (h) Next 3000M (3000M) 6000M Gal at 0.56 " 1680.00
- (i) All over at 0.50

Section Three. That if any part of this Ordinance shall be ruled unconstitutional or void by a court of competent jurisdiction, then all other parts or sections herein shall remain in full force and effect.

Section Four. That all ordinances in conflict herewith be and the same are hereby repealed.

Section Five. That this ordinance shall take effect immediately upon its due adoption and publication as required by law.

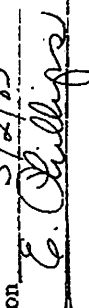
ADOPTED THIS 28 DAY OF April, 1983.



Mayor



City Clerk

Ord. No. 715 Published in EASTERN SHORE COURIER
on 5/2/83


City Clerk

ORDINANCE NO.: 1411

**AN ORDINANCE AMENDING ORDINANCE NO. 715
AND ORDINANCE NO. 1383, AN ORDINANCE TO AMEND AND ADD TO
CHAPTER 21, ARTICLE IV, SEWERS, SECTIONS 21-52 AND 21-54
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article IV, Sections 21-52 (b) (2) a., b., c., and d. and 21-54, are hereby amended to reflect the following changes and additions:

Article IV. SEWERS

Section 21-52. Same—Specifications; tap fees, connection expenses.

Amend the following:

2. Outside the City Limits:

- (a) For single residential, per unit . . . \$2,800.00
- (b) For duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple-residential arrangements, per unit . . . \$2,800.00
- (c) For commercial activities with water meter size up to one (1) inch, per unit . . . \$2,800.00
- (d) For commercial activities with water meter size over one (1) inch up to one and one-half (1 1/2) inch, per unit . . . \$3,000.00

The Balance of Section 21-52 remains as written and codified.

Section 21-54. Rate—schedule.

Add the following:

Sewer fees for service in residential homes shall be established as follows:

- (a) If the City of Fairhope pays for the installation specified in Section 21-52, sewer fees are \$54.50 per month. This special rate only applies to existing homes and subdivisions. This rate is subject to change when other rates are adjusted. The warranty for this installation shall be through the plumber and/or manufacturer.

The Balance of Section 21-54 remains as written and codified.

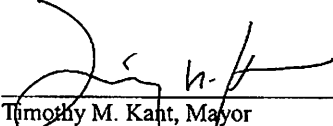
Ordinance No. 1411

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Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

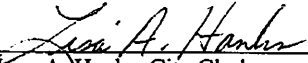
Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 8TH DAY OF MARCH, 2010



Timothy M. Kant, Mayor

ATTEST:



Lisa A. Hanks, City Clerk

Ord. No. 1411 Published in
THE FAIRHOPE COURIER
on Saturday March 20, 2010
Hanks City Clerk

ORDINANCE NO.: 1422

**AN ORDINANCE AMENDING ORDINANCE NO. 1411,
AN ORDINANCE TO AMEND CHAPTER 21,
ARTICLE IV, SEWERS, SECTION 21-54
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21,
Article IV, 21-54, is hereby amended to reflect the following changes:

Article IV. SEWERS

Section 21-54. Rate—schedule.

DELETE THE FOLLOWING:

Sewer fees for service in residential homes shall be established as follows:

- (a) If the City of Fairhope pays for the installation specified in Section 21-52, sewer fees are \$54.50 per month. This special rate only applies to existing homes and subdivisions. This rate is subject to change when other rates are adjusted. The warranty for this installation shall be through the plumber and/or manufacturer.

The Balance of Section 21-54 remains as written and codified.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 10TH DAY OF MAY, 2010

Timothy M. Kant, Mayor

ATTEST:

Lisa A. Hanks, City Clerk

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 12 AUGUST 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 22 July 2019 Regular City Council Meeting, minutes of 22 July 2019 Work Session, and minutes of 22 July 2019 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Final Adoption - Ordinance – An Ordinance to establish and adopt Policy and Procedure for “Sleeping in Vehicles, Out-of-Doors or in Nonresidential Zones” to protect the public health, safety, and welfare with the City of Fairhope Corporate Limits and its Police Jurisdiction. (Introduced at the July 22, 2019 City Council Meeting)
6. Ordinance – An Ordinance to Repeal and Replace Ordinance No. 1357, Ordinance No. 1380, and Ordinance No. 1499; and to establish the City of Fairhope Museum Advisory Board and By-Laws of Fairhope Museum of History.
7. Resolution – That the City Council that the City Council hereby approves and authorizes Council President Jack Burrell to negotiate a one-year contract between the Baldwin County Board of Education and the City of Fairhope for the County to continue use of the Pelicans Nest which is now owned by the City of Fairhope, but being maintained and used by the County for classes; and execute the necessary documents related to contract.
8. Resolution – That Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17 to cover Design Engineering work only for the addition of a new substation on Morphy Avenue (Construction Costs would increase by \$1.5 Million plus Site Preparation along with the requested design engineering) which would be more advantageous to the City, with Stewart Engineering, Inc., with a not-to-exceed cost of the amendment of \$100,000.00 which increases the total value of the engineering work to \$736,812.50.
9. Resolution – That Mayor Karin Wilson is hereby authorized a contract for Extension No. 1 of RFQ No. PS028-18, Professional Advertising and Public Relations for the Community Development Department, with Hummingbird & South, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$4,125.00.
10. Resolution – That Mayor Karin Wilson is hereby authorized a contract for Extension No. 1 of RFQ No. PS027-18, Professional Architectural & Urban Design for the Public Works Department, with Christian Preus Landscape Architecture, LLC, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$27,900.00.

11. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Fairhope Connect Newsletter Printing, with Postmark Ink for an additional one year, as per the terms and conditions of the original contract. The annual cost not to exceed of \$14,100.00.
12. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for second (final) extension of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00.
13. Resolution – That the City of Fairhope has voted to procure the City’s MUNIS Software Annual Maintenance and Licensing Fees for IT Department, from Tyler Technologies, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$48,804.53.
14. Resolution – That the City of Fairhope has voted to procure QSCend QAlert Software, A Call-Center Solution for Better Customer Service for the Residents of Fairhope for IT Department, from QSCend Technologies, Inc. with a cost of \$10,600.00.
15. Resolution – That the City of Fairhope has voted to procure Two 7.5 Ton Rooftop Heat Pump Units for the Fairhope Museum of History from Mingledorf’s Incorporated (11,570.00) and Crane Rental (\$1,850.00). The total cost with a not to exceed of \$13,420.00.
16. Resolution – That the City of Fairhope has voted to procure the Removal of Trees, Stumps, and Debris for the Upgrade Electrical Substations & Distribution Nichols and Young Street with Mason Excavating, LLC. The cost will be \$14,000.00.
17. Resolution – That the City of Fairhope has voted to procure the Repairs at Fire Station No. 2 on Thompson Hall Road due to backup of sewage in the fire station due to excessive rain on July 13, 2019. This is an unbudgeted item and has been filed with insurance. The total not-to-exceed cost will be \$8,040.00 from Seale Quality Construction & Renovations.
18. Resolution – That the City of Fairhope has voted to procure Two Line Stops and Valves in the Spanish Fort area for this Public Works Project from RAW Construction, LLC with a total not-to-exceed cost of \$30,500.00.
19. Resolution – That the City of Fairhope has voted to procure One FLYGT Model NP3153.185-464 20HP Pump at Sedgefield Lift Station for the Sewer Department from Jim House and Associates, Inc. with a total not-to-exceed cost of \$15,932.00; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7).
20. Resolution – That the City of Fairhope has voted to approve the Remodeling of Offices for the Public Works Staff in the Maintenance Barn at City Services and Utilities Site as a Force Account Public Works Project (PW009-19) with a total not-to-exceed cost of \$60,000.00.

21. Public Participation – (3 minutes maximum)
22. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 12, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 12, 2019 – Council Chambers**

Next Regular Meeting – Monday, August 26, 2019 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 22 July 2019.

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

Council President Pro Tempore Robinson called the meeting to order at 5:38 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Agenda Item Number 16: a resolution that the Governing Body of the City of Fairhope hereby rejects hereby rejects Bid Number 033-19 for Class III Reinforced Concrete Pipe for the Public Works Department; and authorizes the City to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b) was explained in detail by Public Works Director Richard Johnson.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:42 p.m.

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

Monday, 22 July 2019

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- Community Development Manager Jessica Walker addressed the City Council regarding the following items: Farmers Market ended last week, Glow in the Park Movie, Thanked Paige Crawford for all her hard work, and the 125th Anniversary for City of Fairhope. She said stories are being requested from people regarding Fairhope.
- Development Services Manager Buford King addressed the City Council and announced that Hunter Simmons has been hired for Planning and Zoning Manager. He commented the Greeno Road Corridor Ordinance will be presented at a 4:00 p.m. Work Session and a 5:00 p.m. Public Hearing at the Planning Commission meeting on August 5, 2019.
- City Treasurer Kim Creech addressed the City Council regarding the City's bank accounts; and working with local banks and interest. She stated that after one year the City accounts would earn approximately \$500,000.00 a year.
- Operations Director Richard Peterson addressed the City Council regarding the following items: Hurricane Barry causing overflow throughout the City; need for side stream storage and personnel to handle the 80 liftstations.

Water and Sewer Superintendent Jay Whitman addressed the City Council and said we have enacted Mission the past two days to set alarm if pumps do not come on. He commented there are seven points that are monitored; and we have replaced five plus new transducers that are above the water line. Mr. Whitman said side stream storage would have helped with this issue. He said that Agenda Item Number 20 is being reimbursed to the City. Council President Pro Tempore Robinson stated that Mayor Wilson and Councilmember Brown explained in detail what was going on with sewer. Councilmember Brown said adding personnel is one thing but hiring outsource companies to repair the City Council would not have an issue with it.

- Electric Superintendent Michael Allison addressed the City Council regarding the breakers and regulators; and the design work for the Morphy Substation which would add \$100,000.00 to the engineering contract.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:38 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH AND ADOPT POLICY AND
PROCEDURE FOR “SLEEPING IN VEHICLES, OUT-OF-DOORS
OR IN NONRESIDENTIAL ZONES” TO PROTECT THE
PUBLIC HEALTH, SAFETY AND WELFARE WITHIN
THE CITY OF FAIRHOPE CORPORATE LIMITS AND
ITS POLICE JURISDICTION**

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

Section 1. Sleeping in Vehicles, Out-of-Doors or in Nonresidential Zones.

- (a) It shall be unlawful for any person to sleep in an automobile, van, truck, camper, trailer, or other vehicle of any kind or nature within the corporate limits of the city or the police jurisdiction thereof, between the hours of 10:00 p.m. and 6:00 a.m., except in licensed or approved mobile home parks or trailer parks or campsites; provided, however, that the provisions of this subsection shall not apply to self-contained units during the following special annual events at the areas and for the times and purposes specified as follows:
- (1) The area permitted by the City Council for the Fairhope Arts and Crafts Festival held annually each March, for the period officially designated by the sponsoring agency.
 - (2) The area permitted by the City Council for Mardi Gras held annually, for the period officially designated by the City of Fairhope, the sponsoring agency.
 - (3) Any area permitted by the City Council for an approved scheduled function.
- (b) It shall be unlawful for any person to live or sleep in any tent, sleeping bag, or in the open (this being outside of a building/vehicle) within the City or the police jurisdiction thereof, except in the area specifically designated and approved for this purpose, such as campgrounds.
- (c) It shall be unlawful for any person to live or sleep in any building within any zone in the City not specifically constructed and occupied for residential purposes or for purposes of rentals, such as motels; provided, however, that an owner, operator, or agent, servant or employee of an owner may have living quarters in a retail business establishment, provided such living quarters meet all Code and zoning ordinances of the City and health department requirements, and further provided that this occupancy is limited to one (1) person and members of such person’s immediate family and does not include guests, whether interested in the business operation or not. Any person intending to occupy any part of a business establishment, wherever located in the City, as living quarters or sleeping quarters shall submit to the City Clerk an outline showing the name and relationship to the business of the person intending to occupy such living quarters. The names and ages of any members of such person’s family who shall occupy the living quarters with the designated person shall be submitted. They shall be submitted to an inspection of the premises by an authorized agent or employee of the City or of the State and a permit in writing shall be obtained from the City for such occupancy.

Ordinance No. _____

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- (d) *Exemptions.* The following shall be exempted from the effect of Section 1.
- (1) Youth campouts (i.e., children of residents) on any residential zoned lot where a principal occupied structure exists.
 - (2) Sleeping in vehicles as described in Section 1. (a) shall be allowed on any residential zoned lot where a principal occupied structure exists provided that:
 - a. The vehicle is not occupied in excess of fourteen (14) consecutive days;
 - b. The vehicle does not emit any unreasonable noise or vibration in violation of state or municipal law;
 - c. All sanitary disposals (i.e., gray water) must occur at health department approved sanitary facilities.

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

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

ADOPTED THIS 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

TO: Lisa A. Hanks, MMC, City Clerk, City of Fairhope

FROM: Catherine King, Chair Museum Advisory Board

RE: Ordinance and By-law Changes

DATE: August 1, 2019

After attempting to highlight revisions of the original ordinance and by-laws as you requested, I realize I am not able to provide the information in that format. The Board changed the document to such an extent that the current ordinance and the proposed version cannot be compared side-by-side or by the numbering system.

To explain, the Museum Board recognized the need to update the original document. It was poorly written, was not clear or concise, contained confusing information, and needed to be updated on some issues. To that end, the document was rewritten, reviewed in-depth by the Board, recommended for approval at the July 24, 2019 Board meeting and sent to the City Council for approval.

Beside the 'clean-up' to the document, the following changes were made:

- Voting privileges are reserved for the seven appointed members. Ex-officio members do not vote.
- Only appointed members can be counted to determine a quorum. A quorum is four members.
- The 'purpose statement' was changed from: *The objective of this organization shall be to establish a depository to maintain, preserve and display fact and artifacts relating to the history of Fairhope and the surrounding area* ~~to~~ *The Museum Advisory Board shall provide recommendations and policy advice to the mayor, city council and museum director regarding the activities of the Fairhope Museum of History.*
- The position of 'director/secretary' was changed to 'secretary.' The original ordinance specified that the director of the Museum should function as the Board secretary. The change moves the secretary position to an appointed member.
- The 'Donations' section was changed from *The Fairhope Museum of History can accept, at its discretion, any and all donations, endowments and gifts. Articles within the collection of the Fairhope Museum of History may be loaned to other organizations but only with the consent of the director of the Museum* ~~to~~ *The City of Fairhope Museum Advisory Board is responsible for reviewing the Museum director's recommendations for any donations, endowments and gifts to the Museum's collection. The City of Fairhope Museum Advisory Board is responsible for approving the Collections Policy of the Museum as written and submitted by the director.* In addition the title of this section was changed from 'Donations' to 'Accessions.'
- The number of absences before removal from the Board (without good cause) was changed from three meetings in a calendar year to two meetings; the change a few years ago to a quarterly meeting schedule from monthly meetings caused this proposed adjustment.

Ms. Hanks, I hope this information will explain the changes to the Museum Board's Ordinance and By-laws. I am happy to be at the meeting if the Council has questions. Thank you.

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1357
ORDINANCE NO. 1380 AND ORDINANCE NO. 1499; AN ORDINANCE TO
ESTABLISH THE CITY OF FAIRHOPE MUSEUM ADVISORY BOARD AND
BY-LAWS OF FAIRHOPE MUSEUM OF HISTORY**

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

Section I. General.

- (A) The management, custody and control of all inventory (displays, art, artifacts, etc.) and property belongs to the City of Fairhope.
- (B) The maintenance of all said inventory and property shall be the responsibility of the city and its agents.
- (C) The museum and its staff will be managed by the city. The board will not have authority over the employees of the museum.
- (D) The city will set all procedures and policies pertaining to the museum, its personnel and operating hours.

Section II. Membership.

- (A) The Museum Advisory Board consists of eleven (11) members (seven voting and four non-voting).
- (B) Seven (7) members shall be appointed by the Fairhope City Council.
- (C) The director of the Fairhope Museum of History, the mayor of the City of Fairhope and the president of the Fairhope Single Tax Corporation shall serve as ex-officio members of the board.
- (D) The city council will select one (1) council member to serve as a liaison to the advisory board.
- (E) The seven (7) appointed board members shall serve staggered terms of three years.
- (F) Ex-officio members and the city council liaison do not have voting privileges and are not included when determining the number needed for a quorum.

Section III. Initial Inventory.

Upon the establishment of the Fairhope Museum of History in April 2008, the Fairhope Historical Museum, Inc. 501 (c) 3, transferred its entire inventory to the Fairhope Museum of History at which time it became the property of the City of Fairhope.

Section IV. By-laws of the City of Fairhope Museum Advisory Board.

- (A) Name. The name of this organization shall be the City of Fairhope Museum Advisory Board.
- (B) Purpose: The Museum Advisory Board shall provide recommendations and policy advice to the mayor, city council and museum director regarding the activities of the Fairhope Museum of History.

Ordinance No. _____

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(C) Advisory Board of Directors

- (1) Membership and Terms of Service: Refer to Section 2.
- (2) Any member of the Board who is absent from two (2) regular meetings of the Board during a calendar year without satisfactory explanation shall be considered, upon the second absence, to have resigned from the Board.
- (3) All vacancies on the Board shall be filled by the city council, including expired and unexpired terms.
- (4) Officers shall consist of chairperson of the Board, vice-chairperson and secretary. Officers shall be appointed by the Board for one (1) year terms. Officers may be reappointed to succeed themselves.

(D) Meetings.

- (1) The board shall meet quarterly at a time and date set by the board of advisors.
- (2) Special meetings may be called at the request of the chairperson or a minimum of three (3) members of the board.
- (3) A minimum of four (4) appointed members must be present at a board meeting to constitute a quorum.

(E) Standing committees. The board may appoint standing committees such as publicity, nominating and by-laws.

(F) Duties of officers.

- (1) Chairperson of the board. The chairperson shall preside at all meetings and be an ex-officio member of all committees. The chairperson shall call special meetings as needed. The chairperson shall appoint all committee chairpersons with the approval of the board.
- (2) Vice-chairperson of the board. The vice-chairperson shall perform all duties in the absence of the chairperson.
- (3) Secretary: The secretary shall keep all minutes of all meetings of the board of advisors and shall be responsible for notifying members of the board of all upcoming meetings. The secretary shall be responsible for general correspondence and keeping attendance records at meetings. The secretary is responsible for maintaining and distributing an up-to-date roster of the board of advisors, with the dates of terms.

(G) Accessions.

- (1) The City of Fairhope Museum Advisory Board is responsible for reviewing the Museum director's recommendations for any donations, endowments and gifts to the Museum's collection.
- (2) The City of Fairhope Museum Advisory Board is responsible for approving the Collections Policy of the museum as written and submitted by the director.

Ordinance No. _____

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(H) Parliamentary authority. Roberts Rules of Order, revised, shall govern the proceedings of all meeting of the organization.

(I) Amendments. The by-laws may be amended or altered by a majority vote of the board advisors then in office, provided notice of proposed changes are distributed to each member at least thirty (30) days prior to such meeting.

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

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

ADOPTED THIS 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1357

AN ORDINANCE TO PROMOTE THE PUBLIC SAFETY, HEALTH AND WELFARE OF THE CITY OF FAIRHOPE, ALABAMA BY ESTABLISHING THE CITY OF FAIRHOPE MUSEUM ADVISORY BOARD

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

Section I. General. The management, custody and control of all inventory (displays, art, artifacts, etc.) and property belongs to the City of Fairhope. The maintenance of all said inventory and property shall be the responsibility of the City of Fairhope and its agents. The museum and its staff will be managed by the City of Fairhope. The City of Fairhope will set all procedures and policies pertaining to the museum, its personnel and operating hours.

Section II. Membership. This ordinance advises the creation of an Advisory Board of Directors consisting of 7 members. All members will be appointed by the City of Fairhope Mayor and City Council. The mayor and the president of the FSTC will serve as *ex officio* members of the Advisory Board and the City will select one council member to serve as a liaison on the Advisory Board. The board members shall serve staggered terms up to 3 years.

The Board will not have authority over the employees of the museum.

Responsibilities of the Board will be to approve a 3 to 5 year exhibit plan presented and/or updated annually in February by the Museum Director and help to secure funding for these exhibits. The Advisory Board will work together with the museum staff and the City of Fairhope elected officials to select appropriate exhibits. The Board will also work with the museum staff to establish the Advisory Board by-laws.

All meetings of the Advisory Board shall be open to the public as defined in Section 2(6) of Act No. 2005-40, the Alabama Open Meetings Act. The Advisory Board will meet monthly.

Section III. Transfer of Inventory. The Fairhope Historical Museum, Inc. shall transfer its entire inventory to the City of Fairhope Museum of History by March 2009. The Fairhope Historical Museum, Inc.'s 501(c)3 shall stay incorporated. The function of the 501(c)3 board will be to assist the museum staff and the Advisory Board in all fund raising aspects of the museum. The 501(c)3 will also maintain a gift shop at the museum. The 501(c)3 will make a yearly contribution between August 1 and September 15 of each year to help offset the operating expenses of the museum. The money will be put into the City of Fairhope's general fund for museum operating costs.

The Fairhope City Council reserves the right to repeal this ordinance at anytime without input from any other governing body.

Ordinance No. 1357

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Section IV. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Approved and adopted by the City Council at a regular meeting thereof on the 24th day of March, 2008.

Timothy M. Kant, Mayor

ATTEST:

Geniece W. Johnson, City Clerk

ORDINANCE NO. 1380

**BY-LAWS
OF
FAIRHOPE MUSEUM OF HISTORY**

Article I. Name

The name of this organization shall be the Fairhope Museum of History

Article II. Purpose

The objective of this organization shall be to establish a depository to maintain, preserve and display facts and artifacts relating to the history of Fairhope and the surrounding area.

Article III. Board of Directors

- Section 1. The Board of Advisors shall consist of nine members in good standing, one who will be a member of the Single Tax Corporation.
- Section 2. The Board of Advisors shall be appointed to the board by the Fairhope City Council and will serve three year, rotating terms. The terms of membership for the first appointed advisors shall be one year for three, two years for three and three years for three. Thereafter, all advisors shall be appointed for three year terms.
- Section 3. Any member of the Board who shall be absent from three regular meetings of the Board during a fiscal year without satisfactory explanation, shall be considered upon the third absence, to have submitted his resignation from the Board.
- Section 4. All vacancies of the Board shall be filled by the Fairhope City Council, including expired and unexpired terms.
- Section 5. Officers appointed shall consist of Chairperson of the Board, Vice-chairperson, Director/Secretary. These officers shall be appointed by the Board for a period of one year. However, officers may be reappointed to succeed themselves.

Article VI. Meetings

- Section 1. The Board will meet monthly at a time and date set by the Board of Advisors.
- Section 2. Special meetings may be called at the request of the Chairperson or a minimum of three members of the Board.
- Section 3. A minimum of five advisors must be present at a Board meeting to constitute a quorum.

Article V. Standing Committees

The Board may appoint standing committees such as: publicity, nominating, by-laws, special event, and volunteer recruitment.

Article VI. Duties of Officers

- Section 1. Chairperson of the Board. The Chairperson shall preside at all meetings and be an ex-officio member of all committees. The Chairperson shall call special meetings when needed. The Chairperson shall appoint all committee chairpersons with the approval of the Board.
- Section 2. Vice-Chairperson of the Board. The Vice-Chairperson shall perform all duties in the absence of the Chairperson.
- Section 3. Director/Secretary. The Director/Secretary shall keep all minutes of all meetings of the Board of Advisors and shall be responsible for notifying members of the Board of each up-coming meetings. The Secretary will be in charge of general correspondence, plus keeping attendance records of all advisors at all meetings. Each current board member shall receive an up-to-date roster of the Board of Advisors, with the year completing each individual term.

Article VII. Donations

- Section 1. The Fairhope Museum of History can accept, at its discretion, any and all donations, endowments and gifts.
- Section 2. Articles within the collection of the Fairhope Museum of History may be loaned to other organizations but only with the consent of the Director of the museum.

Article VIII. Parliamentary Authority

Roberts Rules of Order, revised, shall govern the proceedings of all meetings of the organization.

Article IX. Amendments

The by-laws may be amended, or altered, by a majority vote of the Advisors then in office, provided notice of proposed changes are distributed to each Advisory Board Member at least 30 days prior to such meeting.

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

Ordinance No. 1380
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Effective Date. This ordinance shall take effect upon its due adoption and publication as required by law.

ADOPTED THIS 9TH DAY OF MARCH, 2009.

Timothy M. Kant, Mayor

Attest:

Lisa A. Hanks, City Clerk

ORDINANCE NO. 1499

AN ORDINANCE TO AMEND ORDINANCE NO. 1357
AND ORDINANCE NO. 1380; AN ORDINANCE TO AMEND CHAPTER 2,
ARTICLE III, BOARDS AND COMMITTEES, SECTIONS 2-102 AND 2-104:
MEMBERSHIP OF MUSEUM ADVISORY BOARD AND
BY-LAWS OF FAIRHOPE MUSEUM OF HISTORY,
FAIRHOPE CODE OF ORDINANCES.

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Ordinance No. 1357 and Ordinance No. 1380, Chapter 2, Article III, Boards and Committees, Section 2-102: Membership of Museum Advisory Board; and Section 2-104: By-Laws of Fairhope Museum of History, are hereby amended to reflect the following changes and additions:

Amend the following:

Section 2-102. Membership.

This division advises the creation of an Advisory Board of Directors consisting of 7 members. All members will be appointed by the City of Fairhope Mayor and City Council. The mayor and the president of the FSTC will serve as *ex officio* members of the Advisory Board and the City will select one council member to serve as a liaison on the Advisory Board. The board members shall serve staggered terms up to 3 years.

The Board will not have authority over the employees of the museum.

Responsibilities of the Board will be to approve a 3 to 5 year exhibit plan presented and/or updated annually in February by the Museum Director and help to secure funding for these exhibits. The Advisory Board will work together with the museum staff and the City of Fairhope elected officials to select appropriate exhibits. The Board will also work with the museum staff to establish the Advisory Board by-laws.

All meetings of the Advisory Board shall be open to the public as defined in Section 2(6) of Act No. 2005-40, the Alabama Open Meetings Act. The Advisory Board will meet quarterly.

Section 2-104. By-laws of Museum of History.

(d) Meetings.

- (1) The Board will meet quarterly at a time and date set by the Board of Advisors.
- (2) Special meetings may be called at the request of the Chairperson or a minimum of three members of the Board.
- (3) A minimum of five advisors must be present at a Board meeting to constitute a quorum.

The Balance of Section 2-104 remains as written and codified.

Ordinance No. 1499

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Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 22ND DAY OF JULY, 2013

Timothy M. Kant, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Council President Jack Burrell to negotiate a one-year contract between the Baldwin County Board of Education and the City of Fairhope for the County to continue use of the Pelicans Nest which is now owned by the City of Fairhope, but being maintained and used by the County for classes; and execute the necessary documents related to contract.

Adopted on this 12th day of August, 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 Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17 to cover Design Engineering work only for the addition of a new substation on Morphy Avenue (Construction Costs would increase by \$1.5 Million plus Site Preparation along with the requested design engineering) which would be more advantageous to the City, with Stewart Engineering, Inc., with a not-to-exceed cost of the amendment of \$100,000.00 which increases the total value of the engineering work to \$736,812.50.

DULY ADOPTED THIS 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/2/2019

Please return this Routing Sheet to Treasurer [Signature] ASAP

Project Name: Professional Engineering Services to upgrade Electrical Substations & Distribution Circuitry Amendment #1 of the existing Contract for RFQ No. PS029-17

Project Location: Electrical Distribution System

Presented to City Council: 8/12/2019

Resolution # :
Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operations
Michael Allison, Electric Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 100,000.00 (Not to exceed) Engineering Design only

\$ _____

Vendor: Stewart Engineering, Inc.

Project Engineer: Lance Junkins, Stewart Engineering Inc.

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 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 003-16050
G/L Acct Name: Plant & Distribution System

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

Project Budgeted: n/a
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: _____

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

Comments: **The City Council hired Stewart Engineering, Inc. for RFQ No PS029-17 Professional Engineering Services to Upgrade Fairhope Electric Substations and Distribution Circuitry on 2/19/18. In fulfilling the scope of work for this project, the City after reviewing the projects with Stewart Engineering, Inc., find that it may be more advantageous to the City to explore the additional of a new substation on Morphy Ave with may make possible the removal of the project for the Fairhope Avenue Substation. IF THIS IS THE CASE, there will be an increase to the construction costs of \$1.5 Million, plus site preparation, and the design engineering portion will be \$100,000.00. This request for amendment is for the Engineering Design work only.**

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/22/2019

Purchasing Memo Date: 7/22/2019

Delivered To Date: 8/5/2019

Request Approved Date: 8/2/2019

Request Approved Date: 8/2/2019

Approved Date: 8/5/19

Signatures: [Signature]
Kim Creech

[Signature]
Jill Cabaniss, MBA

[Signature]
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer
From: Delores A. Brandt
Delores A. Brandt, Purchasing Manager

Date: July 22, 2019

Re: **Council to approve the Mayor to negotiate, establish a not-to exceed, and sign Amendment #1 of the existing Contract for RFQ No. PS029-17 Professional Engineering Services to Upgrade Fairhope Electric Substations and Distribution Circuitry**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The City Council hired Stewart Engineering, Inc. for **RFQ No. PS029-17 Professional Engineering Services to Upgrade Fairhope Electric Substations and Distribution Circuitry** on February 19, 2018. In fulfilling the scope of work for this project, the City of Fairhope after reviewing the projects with Stewart Engineering, Inc., find that it may be more advantageous to the City to explore the addition of a new substation on Morphy Av which may make possible the removal of the project for the Fairhope Avenue Substation. **IF THIS IS THE CASE, there will be an increase to the Construction Costs of \$1,500,000.00, plus site preparation, and the Design Engineering portion will be \$100,000.00. This request for Amendment is for the Engineering Design work only, for this new Morphy Avenue substation site, at a not-to-exceed cost of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).**

The Engineer of Record, Stewart Engineering Inc., projects also that the Contract ending date will **need to be extended to December 31, 2022 with the addition of this new substation site.** Mike Allison, Electric Superintendent, is requesting that the City Council authorize the Mayor to sign the **Amendment #1** with a negotiated 'not to exceed' fee of **ONE HUNDRED DOLLARS (\$100,000.00)** for additional Design Engineering Services.

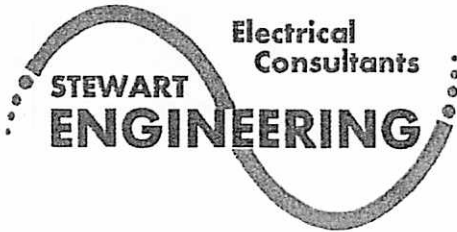
This addition to the contract with Stewart Engineering Inc. if approved, will increase the Engineering Design portion of the **original and current contract to \$736,812.50.**

Please move this request forward for City Council to approve an increase for Design Engineering, and authorize the Mayor to sign the Contract Amendment #1 of RFO No. PS029-17 Professional Engineering Services to Upgrade Fairhope Electric Substations and Distribution Circuitry with not-to-exceed figure of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) thereby increasing the new DESIGN ENGINEERING total the RFQ to \$736,812.50

Cc: file, Mike Allison, R. Peterson

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

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



P. O. Box 2233 (36202)
300 E. 7th St. (36207)
Anniston, AL
Phone 256-237-0891

June 10, 2019

Mr. Mike Allison
Electric Superintendent
City of Fairhope
PO Box 429
Fairhope, AL 36533

Re: Professional Engineering Services Contract
Upgrade Fairhope Substations and Distribution Circuitry
Contract Documents and Specifications for RFQ NO. PS029-17

Dear Mr. Allison:

Find attached a copy of the Subject Contract Documents, adopted via City of Fairhope Resolution No. 2989-18 on February 15, 2018. EXHIBIT "A" Fee Schedule, and EXHIBIT "B" PROJECT PHASE SCHEDULE, both define the agreed upon design services associated with your existing Fairhope Avenue Substation.

You have requested that we stop our design work associated with your existing Fairhope Avenue Substation. You have also requested that we add design work associated with a new Morphy Avenue Substation, as generally described in the attached two page synopsis, previously provided to you on April 2, 2019.

Prior to moving forward with these design changes, we are hereby requesting changes to our Professional Engineering Services Contract, as follows:

Construction Cost Estimate	
a. Original Estimate Total	\$ 8,350,000
b. Net Additions – Morphy Substation, and Connections	\$ 1,500,000
c. Revised Estimate Total	\$ 9,850,000

Mr. Mike Allison
June 10, 2019
Page Two

Engineering Design Fee	
a. Original Fee Total	\$ 636,812.50
b. Net Additions – Murphy Substation and Connections	\$ 100,000.00
c. Revised Fee Total	\$ 736,812.50
Contract Term Ending	
a. Original Term Ending	September 30, 2020
b. Revised Term Ending	December 31, 2022
(Delays due to City difficulties associated with procuring new Substation Sites, plus increase in project scope)	

Please remember that the Construction Cost Estimate addition of \$1,500,000 does not include any costs associated with the new Morphy Avenue Substation site, or site preparation.

Please amend our present Professional Engineering Services Contract, in accordance with the changes addressed in this letter.

We have completed 100% of our design work associated with the Substation Upgrades and Additions at Nichols Avenue, Twin Beach, and Volanta Substations. We are presently working on the design related to the Transmission and Distribution Line upgrades / additions as were described in our original Contract.

Once the you approve these changes, we can move forward quickly, and hopefully go to Bid to procure a Substation Construction Contractor by mid-Fall 2019 (or sooner depending on your approval date).

Please let us know if you have any questions.

Sincerely,

STEWART ENGINEERING, INC.



Lance Junkin

LJ:tcv

cc: Mr. Richard Peterson (w/ encl.)

FAIRHOPE AVENUE SUBSTATION

CONSIDERATION OF REPLACING THIS SUBSTATION, WITH A NEW MORPHY AVENUE SUBSTATION, AND ADDING TWO MORE FEEDERS, FOR A TOTAL OF FOUR (4) FEEDERS

A. Facts:

1. Fairhope Avenue Substation is the most heavily loaded Substation in the City.

At peak, it presently serves approximately 20% more load than the average City of Fairhope Substation.
2. One of the Feeders from this Substation, Feeder 5100, is the most heavily loaded Feeder in the City.

At peak, it presently serves approximately 50% more load than the average City of Fairhope Feeder.
3. This Substation is in the shadow of the Fairhope Avenue Water Tank.

This has caused problems from the perspective of personnel safety and Substation equipment safety, while performing Water Tank maintenance. If damage were to occur at this Substation, an extended outage would impact the City worse than at any other existing Substation.

B. Benefits:

1. Adding two more Feeders to the System would have numerous benefits:
 - a. When outages do occur, there are less customers per Feeder, meaning less people are affected, resulting in improved customer satisfaction, and improved revenue for the City (less meters stop running).
 - b. By having Feeders with less exposure, recovery times are frequently shorter, which again improves customer satisfaction, improves revenue, and reduces overtime expenses.
 - c. Less load being carried on a Feeder improves the City's ability to provide back-up service to adjacent Substations.
 - d. Less load being carried on a Feeder reduces the line losses, and thereby reduces the total cost of Purchased Power.

2. Since substantial improvements are already budgeted for this Substation, the total cost to relocate this Substation will never be less.

The existing Substation could remain online for the duration of the construction, thereby insuring maximum reliability for the City.

3. Removing this Substation would alleviate all concerns with regard to the Water Tank.

This would result in improved personnel safety, reduced liability for the City, and reduced exposure to electrical equipment damage expenses and associated electrical outages.

C. Costs:

1. There is presently \$840,000 budgeted for replacing the power transformer, adding a circuit switcher, and adding a control building, at Fairhope Avenue Substation.
2. We estimate that an additional \$1,500,000 in Construction Costs, plus \$100,000 in Engineering Costs, would be required to construct a new Morphy Avenue Substation on the City's lot just East of Lottie Lane. Once complete, the City would dismantle / remove the existing Fairhope Avenue Substation. This Construction Cost includes the required construction to install a new 46 KV source tap, and to integrate the new 12 KV Feeders into your existing 12 KV Distribution System, It does not, however, include any costs associated with site preparation.

RESOLUTION NO. 2989-18

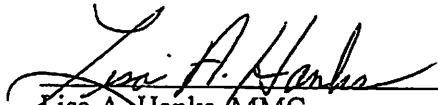
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with Stewart Engineering, Inc. to provide Professional Engineering Services to Upgrade Fairhope Electrical Substations and Distribution Circuitry for RFQ No. PS029-17; with a not-to-exceed amount of \$636,812.50.

DULY ADOPTED THIS 15TH DAY OF FEBRUARY, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized a contract for Extension No. 1 of RFQ No. PS028-18, Professional Advertising and Public Relations for the Community Development Department, with Hummingbird & South, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$4,125.00.

DULY ADOPTED THIS 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/4/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Extension #1 of RFQ PS028-18 Professional Services for Advertising and Public Relations with Hummingbird & South *ZMA*

Project Location: City-wide

Presented to City Council: 8/12/2019

Funding Request Sponsor: Jessica Walker, Director of Economic and Community Development
Paige Crawford, Special Events Coordinator

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 4,125.00 (Not to exceed)

Vendor: Hummingbird & South

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	
Department of General Fund Providing the Funding								
Admin-10 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24 XXX	Rec-25 Debt Service-85	Civic-26	Street-35	Sanitation-40

Project will be: Funding Source:

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

Expense Code: 001240-50570 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Advertising & Promotion _____ State
_____ City

Project Budgeted: \$4,125.00 (FY2020 Budget)

Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Capital Lease: _____ Payment _____ Term _____

Comments: The Director of Economic and Community Development, Jessica Walker, requests that the City exercise the option of extending the bid one additional year to October 5, 2020.

City Council Prior Approval/Date? <u>No</u>		
<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>8/2/2019</u>	Purchasing Memo Date: <u>8/2/2019</u>	Delivered To Date: <u>8/5/2019</u>
Request Approved Date: <u>8/5/2019</u>	Request Approved Date: <u>8/5/2019</u>	Approved Date: <u>8/5/19</u>
Signatures: <u><i>Kim Creech</i></u> Kim Creech	<u><i>Jill Cabaniss</i></u> Jill Cabaniss, MBA	<u><i>Karin Wilson</i></u> Mayor Karin Wilson



MEMO

To: Kimberly Creech, Treasurer

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

Karin Wilson
Mayor

Date: August 2, 2019

Re: Request City Council to approve **Extension#1 of RFQ PS028-18 Professional Services for Advertising and Public Relations**

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

The Contract for the subject bid was executed on October 5, 2018 and awarded to **RFQ PS028-18 Professional Services for Advertising and Public Relations**. The Extension #1 of Contract will terminate on October 5, 2019. The Director of Economic and Community Development, Jessica Walker, requests that the City exercise the option of extending the bid one additional year to October 5, 2020.

Lisa A. Hanks, MMC
City Clerk

The Consultant has agreed to the Extension #1, **with all terms and conditions of the bid award, including a reduction in the work and therefore subsequent reduction in pricing, and all other remaining the same** (see attached amended scope of work).

Kimberly Creech
City Treasurer

Please place on the next City Council agenda this request to approve the Extension#1 with amendment, of the Contract for Bid No. 087-18 Professional Services for Advertising and Public Relations with Hummingbird and South, at a not to exceed price of \$4,125.00

Cc: file; J Walker, P Crawford

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/31/2019

Name: Paige Crawford **Department:** Economic/Community Development

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Graphic Design Service

What is the physical address? 1102 Dauphin Street Ste A

What is the purpose of the item or service? Fairhope Connect Layout and Design

How many do you need? Yearly services

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? Immediately- 12M

Additional Information or Comments: Quote Attached

BUDGET INFORMATION

What is the total cost of the item or service? \$8,812.50

Is it budgeted? Yes No Emergency Request

If budgeted, what is the Capital Budget Line Item or Operating Budget Code: 001240-50570 Communication-Advertising

If budgeted, what is the budgeted amount? \$4,125.00

State Contract ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: Click or tap here to enter text.

Email completed form with quotes or other supporting documentation to deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.



PROJECT PROPOSAL

City of Fairhope - Newsletters, Extended Agreement 2019, 2020

Prepared For

Jessica Walker
City of Fairhope

Created By

Hummingbird,
Hummingbird Ideas
tim@hummingbirdideas.com
<http://www.hummingbirdideas.com>



Overview

One roof. One name. One phone call.

With over 14 years of experience, **Hummingbird Ideas** has established and maintained a reputation for elegant execution, creativity and dynamic strategy throughout the southern regional market. Southern View Media's skyrocketing ascendancy in social media and digital media tactics, in just the past few years has established a reputation as one of the leading agencies in a competitive and very crowded marketplace.

Hummingbird & South is two agencies working together to fill the need as a local advertising solution by offering the power and flexibility of digital media with the sophistication and creativity associated with boutique agencies. One roof. One name. One phone call.

The Gulf Coast region needs a single entity to provide coordinated and consistent campaigns across the spectrum from Facebook to billboards to television. We offer a balance of talent, intuition, experience, media solutions and metrics that advertisers have only imagined. The reality is Hummingbird and South is a creative problem-solving machine, that is fueled by client's need and driven by results. We are ready to provide clients with marketing and advertising services at every level. From standing out, to breaking into a market, we help people find you, trust you and share you.

Agreement & Terms

You are entering this agreement with Hummingbird Ideas (Hummingbird).

BILLING INFORMATION: Projects are invoiced at 100% upon completion. Payment is due within 15 business days of invoice.

PROJECT CANCELLATION: If at any time you feel that Hummingbird is not providing excellent service and value, please let us know so that we may rectify.

** This estimate does not include any custom photography or illustration. The estimate will change due to new information, change in the scope of the job or project, or excessive revisions.*



Project Proposal

Pricing

Services			
Name/Description	Price	Qty	Subtotal
Graphic Design/Layout: November/December 2019	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: November/December 2019	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: January/February 2020	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: January/February 2020	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: March/April 2020	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: March/April 2020	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: May/June 2020	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: May/June 2020	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			



Graphic Design/Layout: July/August 2020	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: July/August 2020	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: September/October 2020	\$125.00 / Hour	1.50	\$187.50
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			
Graphic Design/Layout: September/October 2020	\$125.00 / Hour	4	\$500.00
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			
Subtotal:			\$4,125.00

Total cost: \$4,125.00

Signed by:

City of Fairhope

Date

City of Fairhope

Extension No. 1 of Contract for
RFQ P-028-18 Professional Services for Advertising
and Public Relations

This EXTENSION NO.1 of CONTRACT ("Extension") is made this ___ day of ___, 2019,
for the purpose of extending the contract known as RFQ PS028-18 Professional Services for Advertising and
Public Relations dated October 5, 2019 ("Original Contract") between the City of Fairhope and Hummingbird &
South of Mobile, AL (the "Parties").

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

RFQ PS028-18 Professional Services for Advertising and Public Relations

and will end on October 5, 2019 at 11:59 p.m.

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the
expiration of the original time period October 5, 2019 and will end on October 5, 2020, at 11:59 p.m.

3. This Extension #1 binds and benefits both Parties and any successors or assigns, with the exception of
Amendment of Contract items that have been completed and are no longer required for this Contract and
Extension #1, thereby reducing this contract to a not-to-exceed of FOUR THOUSAND ONE HUNDRED
TWENTY-FIVE DOLLARS (\$4,125.00). See Attached. This document, including the attached Original Contract,
is the entire agreement between the Parties. All other terms and conditions of the Original Contract, with the
exception of the amendments of reduction in work and price, remain unchanged.

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC
City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

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

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 2019

Notary Public _____

My Commission Expires ____/____/____

RESOLUTION NO. 3146-18

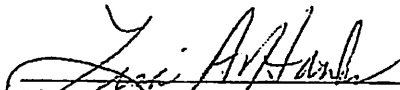
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with Hummingbird & South to perform Professional Advertising and Public Relations for the Economic and Community Development Department (RFQ No. PS028-18) with a not-to-exceed amount of \$8,812.50.

DULY ADOPTED THIS 13TH DAY OF AUGUST, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized a contract for Extension No. 1 of RFQ No. PS027-18, Professional Architectural & Urban Design for the Public Works Department, with Christian Preus Landscape Architecture, LLC, for an additional one year, as per the terms and conditions of the original contract with a cost not to exceed of \$27,900.00.

DULY ADOPTED THIS 12TH DAY OF AUGUST, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/31/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Extension #1 of Bid No. 027-18 Professional Services for On-Call Landscape Architectural and Urban Design Services YOH

Project Location: City-wide

Presented to City Council: 8/12/2019 Resolution # :
Approved _____

Funding Request Sponsor: Jessica Walker, Director of Economic and Community Development Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 27,900.00 12-months not to exceed a monthly fee of \$2,325.00
\$ _____

Vendor: Christian Preus, Landscape Architecture, Urban Design & Planning (CPLA)

Project Engineer: n/a

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

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 XXX	Bldg-13	Police-15	Fire-20	ECD-24	Rec-25	Civic-26	Street-35	Sanitation-40	
Fac Maint-45	Golf-50	Golf Grounds-55			Debt Service-85				

Project will be: Expensed XXX Funding Source: Operating Expenses XXX
Capitalized _____ Budgeted Capital _____
Inventoried _____ Unfunded _____

Expense Code: 001100-50290 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Professional Services _____ State _____
_____ City _____

Project Budgeted: \$27,900.00 (FY2020 Budget)
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Comments: The contract for the subject bid was executed on September 4, 2018 and awarded to Christian Preus, Landscape Architecture, Urban Design & Planning (CPLA). The contract will terminate on September 4, 2019. The Director of Economic and Community Development requests that the City exercise the option of extending the bid one additional year to September 15, 2020.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/15/2019</u>	Purchasing Memo Date: <u>7/15/2019</u>	Delivered To Date: <u>7/31/2019</u>
Request Approved Date: <u>7/31/2019</u>	Request Approved Date: <u>7/31/2019</u>	Approved Date: <u>8/5/19</u>
Signatures: <u><i>Kim Creech</i></u> Kim Creech	<u><i>Jill Cabaniss</i></u> Jill Cabaniss, MBA	<u><i>Karin Wilson</i></u> Mayor Karin Wilson



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Karin Wilson
Mayor

Date: July 22, 2019

Re: Request City Council to approve **Extension#1 of Bid No. 027-18 Professional Services for On-Call Landscape Architectural and Urban Design Services**

Council Members

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

The Contract for the subject bid was executed on September 4, 2018 and awarded to **Christian Preus, Landscape Architecture, Urban Design & Planning (CPLA)**. The Extension #1 of Contract will terminate on September 4, 2019. The Director of Economic and Community Development, Jessica Walker, requests that the City exercise the option of extending the bid one additional year to September 15, 2020.

Lisa A. Hanks, MMC
City Clerk

The Consultant has agreed to the Extension #1, **with all terms and conditions of the bid award, including pricing, remaining the same** (see attached email).

Michael V. Hinson, CPA
City Treasurer

Please place on the next City Council agenda this request to approve the Extension#1 of the Contract for Bid No. 027-18 Professional Services for On-Call Landscape Architectural and Urban Design Services, to Christian Preus, Landscape Architecture, Urban Design & Planning CPLA for a not to exceed price of \$27,900.00 for 12-months not to exceed a monthly fee of \$2,325.00

Cc: file; J Walker

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Dee Dee Brandt

From: Christian Preus <christian@christianpreus.com>
Sent: Sunday, July 21, 2019 4:35 PM
To: Dee Dee Brandt; Jessica Walker
Cc: Jennifer Bush; Richard Johnson
Subject: Re: Contract extension

DeeDee,

I am good with the current terms and conditions of the existing contract. Please let me know if you need anything else from me.

Thank you!

Christian



From: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Date: Thursday, July 18, 2019 at 2:50 PM
To: Jessica Walker <jessica.walker@fairhopeal.gov>, Christian Preus <christian@christianpreus.com>
Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>
Subject: RE: Contract extension

Thanks, Jessica. We are now waiting to hear from Christian.

Dee Dee Brandt
Purchasing Manager
deedee.brandt@fairhopeal.gov
251 928-8003

From: Jessica Walker <jessica.walker@fairhopeal.gov>
Sent: Tuesday, July 16, 2019 3:21 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: Contract extension

Dee Dee,

We would like to extend the contract with Christian Preus of CPLA that was originally entered into on Sept. 4, 2018, for RFQ PS027-18: Professional Services for On-Call Landscape Architectural and Urban Design Services. The terms and conditions originally agreed upon would remain the same for this contract.

Please let me know if you need more information.

Thank you,
Jessica



Jessica Sawyer Walker
Director of Economic and Community Development
Phone 251-928-8003 Mobile 251-223-0459
Email Jessica.walker@farhopeal.gov

City of Fairhope

Extension No. 1 of On Call Landscape Architectural and Urban Design Services

This EXTENSION NO.1 of CONTRACT ("Extension") is made this ____ day of _____, 2019, for the purpose of extending the agreement known as RFQ PS027-19 On-Call Landscape Architectural and Urban Design Services, dated September 4, 2019, ("Original Contract") between the City of Fairhope and Christian Preus Landscaping Architecture (the "Parties").

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

RFQ PS027-19 On Call Landscape Architectural and Urban Design Services

and will end on September 4, 2019 at 11:59 p.m.

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the original time period September 4, 2019 and will end on September 4, 2020, at 11:59 p.m.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA} COUNTY OF BALDWIN}

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

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

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 2019

Notary Public _____

My Commission Expires ____/____/____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Fairhope Connect Newsletter Printing, with Postmark Ink for an additional one year, as per the terms and conditions of the original contract. The annual cost not to exceed of \$14,100.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/31/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Extension #1 of Bid No. 029-18 Fairhope Connect Newsletter Printing

Project Location: City-wide

Presented to City Council: 8/12/2019

Funding Request Sponsor: Paige Crawford

Project Cash Requirement Requested:
Cost: \$ 14,100.00 Not to exceed

Vendor: Postmark Ink

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 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24 XXX	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be: Expensed XXX
Capitalized _____
Inventoried _____

Funding Source: Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001240-50570
G/L Acct Name: Adv & Promotion

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

Project Budgeted: \$14,100.00 (FY2020 Budget)
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Capital Lease: _____ Payment _____ Term _____

Comments: **The contract for the subject bid was executed on September 19, 2018 and awarded to SMW Resources, Inc. dba Postmark Ink. The extension #1 of contract will terminate on September 19, 2020. The Manager of Tourism and Special Events, requests that the City exercise the option of extending the bid one additional year.**

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>7/15/2019</u>	Purchasing Memo Date: <u>7/15/2019</u>	Delivered To Date: <u>7/31/2019</u>
Request Approved Date: <u>7/31/2019</u>	Request Approved Date: <u>7/31/2019</u>	Approved Date: <u>8/2/19</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss, MBA</u> Jill Cabaniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Karin Wilson
Mayor

Date: July 19, 2019

Re: Request City Council to approve **Extension#1 of Bid No. 029-18 Fairhope Connect Newsletter Printing**

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

The Contract for the subject bid was executed on September 19, 2018 and awarded to **SMW Resources, Inc. dba Postmark Ink**. The Extension #1 of Contract will terminate on September 19, 2019. The Manager of Tourism and Special Events r, requests that the City exercise the option of extending the bid one additional year to September 19, 2020.

The Consultant has agreed to the Extension #1, **with all terms and conditions of the bid award, including pricing, remaining the same** (see attached email).

Lisa A. Hanks, MMC
City Clerk

Please place on the next City Council agenda this request to approve the Extension#1 of the Contract for Bid No. 029-18 Fairhope Connect Newsletter Printing for a not to exceed price of \$14,100.00 for an additional 12 months

Michael V. Hinson, CPA
City Treasurer

Cc: file; Paige Crawford

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/17/2019

Name: Paige Crawford **Department:** Economic/Community Development

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Printing Fairhope
Connect-Poskmark Ink

What is the physical address? 755 Middle Street

What is the purpose of the item or service? Communication

How many do you need? Click or tap here to enter text.

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? Immediately- 12M

Additional Information or Comments: Only Printing costs

BUDGET INFORMATION

What is the total cost of the item or service? 14,100

Is it budgeted? Yes No Emergency Request

If budgeted, what is the Capital Budget Line Item or Operating Budget Code: 001240-50570 Communication-Advertising

If budgeted, what is the budgeted amount? 14,100

State Contract ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: Click or tap here to enter text.

Email completed form with quotes or other supporting documentation to
deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

PostmarkINK

July 17, 2019

Randy Weaver
City of Fairhope

Dear Mr. Weaver:

We would like to extend our bid #029-18 for printing the Fairhope Connect Newsletter for an additional year. Our pricing will remain the same - \$0.1420 per piece for the Utility Customer version and \$0.3870 for the City Distribution version.

Please let me know if you need any additional information.

Thank you,



Mark Woodrow
SMW Resources Inc. dba Postmark Ink
755 Middle Street
Fairhope, AL 36532
(251) 928-1095
mwoodrow@postmarkink.com

quality printing
graphic design
direct mail
database services

RESOLUTION NO. 3157-18

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

[1] That on September 20, 2017 the City of Fairhope did award Calagaz Printing (Bid No. 027-17), a one-year contract titled Printing of Calendar 2017 Rebid. The original contract will expire on September 20, 2018; and the City is desirous to terminate the remainder of the contract as the terms of the contract have not been followed properly and chose to rebid the project.


[2] That the City of Fairhope did request, receive, and open bids for Fairhope Connect Newsletter Printing (Bid Number 029-18) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Fairhope Connect Newsletter Printing

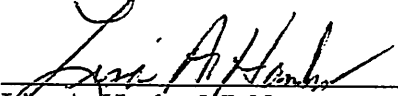
[4] After evaluating the bid proposals with the required bid specifications, Postmark Ink, with a total bid proposal for an annual cost not to exceed \$14,100.00, is now awarded the bid for Fairhope Connect Newsletter Printing; and authorizes to terminate Bid No. 027-17.

Adopted on this 27th day of August, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

City of Fairhope

Extension No. 1 of Contract for Bid No. 029-18 Fairhope Connect Newsletter Printing

This EXTENSION NO.1 of CONTRACT ("Extension") is made this _____ day of _____, 2019, for the purpose of extending the agreement known as **BID 029-18 Fairhope Connect Newsletter Printing**, dated September 19, 2019, ("Original Contract") between the **City of Fairhope** and **SMW Resources, Inc. dba Postmark Ink** (the "Parties").

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

BID No. 029-18 Fairhope Connect Newsletter Printing

and will end on **September 19, 2019 at 11:59 p.m.**

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the **original time period September 19, 2019** and will end on **September 19, 2020, at 11:59 p.m.**

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Karin Wilson, Mayor**

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

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

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

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this _____ day of _____, 2019

Notary Public _____

My Commission Expires ___/___/___

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for second (final) extension of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/2/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Extension #2 of Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting to Winterland, Inc.

AUG 5 10 54 AM '19

ZAA

Project Location: Downtown Fairhope

Presented to City Council: 8/12/2019

Resolution # :
Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operations
Jeremy Morgan, Electric Department
Jessica Walker, Director of Economic and Community Development

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 147,800.00 (Not to exceed - same services & cost as 2017)

Vendor: Winterland Inc.

Project Engineer: n/a

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

Department Funding This Project

General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10 XXX Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24 XXX	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be:

Funding Source:

Expensed XXX
Capitalized _____
Inventoried _____

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001240-50490
G/L Acct Name: Community Events

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

Project Budgeted: \$147,800.00 (FY2020 Budget)
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Comments:

This will be an FY2020 expense and as such, will be included in FY2020 Budget. Winterland, Inc agreed to the extension with all terms and conditions of the bid award, including pricing, remaining the same.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/12/2019

Purchasing Memo Date: 7/12/2019

Delivered To Date: 8/5/2019

Request Approved Date: 8/2/2019

Request Approved Date: 8/2/2019

Approved Date: 8/2/19

Signatures:

Kim Creech
Kim Creech

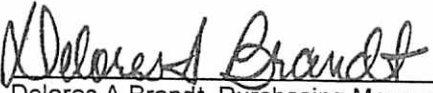
Jill Cabaniss
Jill Cabaniss, MBA

Karin Wilson
Mayor Karin Wilson



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Karin Wilson
Mayor

Date: July 12, 2019

Re: Request City Council to approve Extension#2 of Bid No. 026-17
Installation of Seasonal Supplemental LED Lighting – Re-bid

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

The Contract for the subject bid was executed on September 15, 2017 and awarded to Winterland Inc. The Extension #1 of contract will terminate on September 15, 2019. The Director of Operations requests that the City exercise the option of extending the bid one additional and final year to September 15, 2020.

The vendor has agreed to the extension, with all terms and conditions of the bid award, including pricing, remaining the same (see attached email).

Lisa A. Hanks, MMC
City Clerk

Please place on the next City Council agenda this request to approve the Extension#2 of the contract for Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting – Re-bid, to Winterland, Inc. for a not to exceed price of \$147,800.00.

Michael V. Hinson, CPA
City Treasurer

Cc: file; R. Peterson; J. Morgan

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Dee Dee Brandt

From: David Fred <dfred@winterlandinc.com>
Sent: Wednesday, July 17, 2019 12:01 PM
To: Dee Dee Brandt
Cc: Jennifer Bush; Richard Peterson; Kimberly Creech
Subject: RE: City of Fairhope Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017

Yes Both bids are good for 2019 , Please send me what I need to sign & send back.

Thank you so much Dee Dee

From: Dee Dee Brandt [mailto:deedee.brandt@fairhopeal.gov]
Sent: Wednesday, July 17, 2019 12:37 PM
To: David Fred
Cc: Jennifer Bush; Richard Peterson; Kimberly Creech
Subject: RE: City of Fairhope Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017

Thank you Fred. I will be asking for that Extension #2 for Bid No 026-18 Installation.... . **Would you be willing also to extend the Bid #028-18 Miniature LED lights as well? I attached your Bid response from last year.**

Dee Dee Brandt
Purchasing Manager
deedee.brandt@fairhopeal.gov
251 928-8003

From: David Fred <dfred@winterlandinc.com>
Sent: Friday, July 12, 2019 10:22 AM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Mayor Karin Wilson <karin.wilson@fairhopeal.gov>
Cc: deedee.brandt@al.gov
Subject: FW: City of Fairhope Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017

Hello Dee Dee

Will the City be extending the contract for 2019 installation & 2020 removal , of lights in the trees with Winterland this year ? Pricing and terms are to remain the same.

Cordially R David Fred

Dee Dee Brandt

From: David Fred <dfred@winterlandinc.com>
Sent: Friday, July 12, 2019 10:22 AM
To: Dee Dee Brandt; Mayor Karin Wilson
Cc: deede.brandt@al.gov
Subject: FW: City of Fairhope Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting 2017

Hello Dee Dee

Will the City be extending the contract for 2019 installation & 2020 removal , of lights in the trees with Winterland this year ? Pricing and terms are to remain the same.

Cordially R David Fred

City of Fairhope
Extension No. 2 of Contract for
BID 027-17 Installation of Seasonal Supplemental LED Lighting--RE-BID

The EXTENSION NO. 2 OF CONTRACT ("Extensions") is made this _____ day of _____, 2019 for the purpose of extending the contract as Bid No 027-17 Installation of Seasonal Supplemental LED Lighting--RE-BID, dated September 15, 2017 ("Original Contract") between the City of Fairhope and Winterland, Inc. (the "Parties").

1. The Original Contract, which is attached hereto as part of this Extension is described below: and will end on **September 15, 2018 at 11:59 P.M.**
2. The Parties agreed to extend the Original Contract for an additional period, Extension #1, which began immediately upon the expiration of the original period **September 15, 2018** and ended on **September 15, 2019 at 11:59 P.M.**
3. The Parties agree to extend the Original Contract for the second and LAST period, Extension #2, which will begin immediately upon the expiration of Extension #1, **September 15, 2019**, and will end on **September 15, 2020 at 11:59 P.M.**
4. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

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

THE CITY OF FAIRHOPE, ALABAMA

By: Karin Wilson, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 2019

Notary Public _____

My Commission Expires _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure the City's MUNIS Software Annual Maintenance and Licensing Fees for IT Department, from Tyler Technologies, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$48,804.53.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/31/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Munis Software Annual Maintenance and Licensing Fees

7/31/2019
YAH

Project Location: Citywide

Presented to City Council: 8/12/2019

Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, IT Director

Changed _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$ 48,804.53

\$ _____

Vendor: Tyler Techonologies

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General XXX	Gas XXX	Electric XXX	Water XXX	Sewer XXX	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be:

Funding Source:

Expensed XXX
Capitalized _____
Inventoried _____

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Project Budgeted: \$48,804.53
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Comments: Budgeted in various department operating expenses

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 7/24/2019

Purchasing Memo Date: 7/24/2019

Delivered To Date: 7/31/2019

Request Approved Date: 7/31/2019

Request Approved Date: 7/31/2019

Approved Date: 8/2/2019

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer

From:

Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: July 24, 2019

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

Re: City Council approval of Tyler Technologies yearly support and licensing agreement for the City's Munis Software

Lisa A. Hanks, MMC
City Clerk

The IT department requests approval of the Tyler Technologies annual support and licencing agreement for the City's Munis software in the amount of **FORTY-EIGHT THOUSAND EIGHT HUNDRED FOUR DOLLARS AND FIFTY-THREE CENTS (\$48,804.53)** (see attached invoice). These fees will cover Support and Updated Licensing from August 23, 2018 to August 22, 2019.

Michael V. Hinson, CPA
City Treasurer

Please place on next available City Council agenda this request to approve Tyler Technologies support and updated licensing fees for the City's Munis software in the amount of \$48,804.53.

Cc: file; J. Montgomery

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

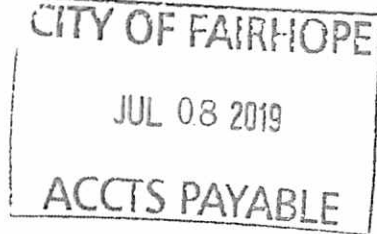
251-928-6776 Fax
www.fairhopeal.gov



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-268066	07/01/2019	1 of 2



Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

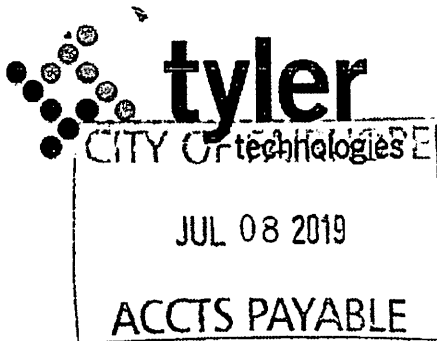


Bill To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

Ship To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47908	125624		USD	NET30	07/31/2019

Date	Description	Units	Rate	Extended Price
Contract No.: FAIRHOPE, AL				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	9,068.17	9,068.17
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,650.00	1,650.00
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	2,912.71	2,912.71
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,393.04	1,393.04
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	975.11	975.11
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	557.21	557.21
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	557.21	557.21
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	696.52	696.52
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	696.52	696.52
	SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	975.11	975.11
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	455.90	455.90
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,114.42	1,114.42
	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,646.32	1,646.32
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,950.24	1,950.24
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,114.42	1,114.42
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	835.82	835.82
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	4,077.78	4,077.78



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-268066	07/01/2019	2 of 2

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

Ship To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47908	125624		USD	NET30	07/31/2019

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,857.37	1,857.37
	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	835.82	835.82
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,114.42	1,114.42
	SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	696.52	696.52
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	696.52	696.52
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	696.52	696.52
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,519.68	1,519.68
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	2,279.51	2,279.51
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	2,110.65	2,110.65
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	1,582.99	1,582.99
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	3,672.54	3,672.54
	SUPPORT & UPDATE LICENSING - RECRUITING Maintenance: Start: 23/Aug/2019, End: 22/Aug/2020	1	545.74	545.74
	SUPPORT & UPDATE LICENSING - MAPLINK GIS INTEGRATION Maintenance: Start: 28/Aug/2019, End: 27/Aug/2020	1	519.75	519.75

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	48,804.53
Sales Tax	0.00
Invoice Total	48,804.53

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 QSCend QAlert Software, A Call-Center Solution for Better Customer Service for the Residents of Fairhope for IT Department, from QSCend Technologies, Inc. with a cost of \$10,600.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

AUG 5 11 43 AM
ZAH

Issuing Date: 7/31/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of QSCend QAlert Software, a call-center solution for better customer service for the residents of Fairhope

Project Location: IT Department

Presented to City Council: 8/12/2019

Funding Request Sponsor: Jeff Montgomery, IT Directory

Project Cash Requirement Requested:
Cost: \$ 10,600.00

Vendor: QSCend Technologies, Inc.

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
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Bldg-13	Police-15	Fire-20	ECD-24	Rec-25	Civic-26	Street-35
Fac Maint-45	Golf-50	Golf Grounds-55			Debt Service-85		Sanitation-40

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

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

Project Budgeted: \$0.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$10,600.00

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

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

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

Capital Lease: _____ Payment _____ Term _____

Comments: The Mayor through the IT Department is requesting a call center solution to better serve the residents of the City of Fairhope who are trying to reach the City for information through Twitter, text message, email, web, phone app., traditional phone, or walk-in. The term of (12) twelve months and can be renewed for (2) two one-year terms, unless a 90 day written notice is provided to unsubscribe.

Must enhance service, response and accountability

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/15/2019</u>	Purchasing Memo Date: <u>7/15/2019</u>	Delivered To Date: <u>7/31/2019</u>
Request Approved Date: <u>7/31/2019</u>	Request Approved Date: <u>7/31/2019</u>	Approved Date: <u>8/2/19</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss, MBA</u> Jill Cabaniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer
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: July 18, 2019

Re: Requesting City Council approval of unbudgeted over \$10,000 procurement of QSCend QAlert software, a call-center solution for better customer service for the residents of Fairhope

Lisa A. Hanks, MMC
City Clerk

The Mayor through the I.T. Department is requesting a call center solution to better serve the residents of the City of Fairhope who are trying to reach the City for information through twitter, text message, email, web, phone app., traditional phone, or walk-in (see attached for more information) The is software is available through **QSCend Technologies, Inc.** at a cost of **TEN THOUSAND SIX HUNDRED DOLLARS (\$10,600.00)** for a term of twelve months and can be renewed for two one-year terms, unless a 90 day written notice is provided to unsubscribe. See attached Subscriber order.

Please prepare a Greensheet and have approved by City Council the procurement of the QSCend QAlert software by QSCend Technologies Inc. at a cost of \$10,600.00.

CC: file, J Montgomery

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/16/2019

Name: Jeff Montgomery **Department:** IT

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? QSCend QAlert

Where will it be located? SaaS application

What is the purpose of the item or service? See Memo

How many do you need? Software

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? 8/1/2019

Additional Information or Comments: See Memo

BUDGET INFORMATION

What is the total cost of the item or service? 10600

Is it budgeted? Yes No Emergency Request

If budgeted, what is the Capital Budget Line Item or Operating Budget Code: Click or tap here to enter text.

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:** Click or tap here to enter text.

Email completed form with quotes or other supporting documentation to
deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

QScend

The mayor has requested a way to provide better customer service for the City of Fairhope residents. This software provides a call center solution that provides the following features:

- A self-service portal where residents can find the answers to most common questions. If they cannot find the answer, then they can open a ticket.
- Residents will be able to contact us and create support tickets via twitter, text message, email, web, phone app, traditional phone call, or walk-in.
- After the ticket is complete a survey on the experience can be completed

<https://www.qscend.com/residents>

To better manage resident issues the staff will get the following features:

- A web portal to manage all tickets coming in through the contact methods above
- A knowledge base to help the employee to find the answer to questions
- A way to route and track tickets to the appropriate personnel.
- Notifications on new tickets creation and they will be notified if a ticket is not being addressed in an appropriate time frame.
- Custom message responses for twitter, web and text
- History of caller and History of location. For example, if a caller calls to report a pot hole at 123 Destrehan Rd and then moves and the new resident calls to report a pot hole, the employee will see there is a history of a pot hole at that location.
- Reporting on user and call history. This can help pinpoint specific problems. For example, if garbage pickup is missed 3 weeks in a row at a certain location a report will show this and can be addressed.
- Map integration with ESRI. An example usage of this would be to enter the street pole inventory on the map. You can then track/create tickets by clicking the pole on the map

<https://www.qscend.com/staff>

*After the 1 year the change will be 900/mo



QAlert SaaS Fees - \$1,800 – Effective 8/1/2019-9/30/2019

- All components – Call center, service request (workflows), mapping, and reporting
- Unlimited users
- Resident Portal
- Knowledgebase
- 24/7 support
- Maintenance, hosting and upgrades

One-time Implementation Fee – \$4,900

- Dedicated Project Manager until launch
- Software installation
- Business intelligence gathering/ Configuration of service request types
- Setup routes and escalations for service requests configuration onboard mapping
- Configuration citizen data
- Conference calls with project management and design team
- GIS integration
- Admin. Training via webinar
- 1-year subscription to QScend Academy online training portal

Custom App design and submission to google play and iTunes - \$3,900

Upgraded Training- Onsite \$2,400/day (optional)

General Terms

The licenses set forth above shall continue for a term of 12 months from the Effective Date (the "Term") and shall automatically renew upon the expiration of the Term unless Subscriber provides 90 days prior written notice. BY SIGNING BELOW, SUBSCRIBER AGREES TO THE QSCEND TERMS OF USE LOCATED AT www.QScend.com/terms AND ANY OTHER APPLICABLE TERMS, CONDITIONS AND POLICIES GOVERNING THE USE OF THE QSCEND SERVICES.

Subscriber Signature

Print Name

Print Title

Date

QScend Signature

Keith LeBeau

Print Name

President

Print Title

Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure Two 7.5 Ton Rooftop Heat Pump Units for the Fairhope Museum of History from Mingledorf's Incorporated (11,570.00) and Crane Rental (\$1,850.00). The total cost with a not to exceed of \$13,420.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/5/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of two 7.5-ton rooftop heat pump units for the Fairhope Museum of History

Project Location: Fairhope Museum of History

Presented to City Council: 8/12/2019

Resolution # AUG 6 '19 AM 10:23
Approved _____

LJA

Funding Request Sponsor: Richard Johnson, Public Workers Director
Lance Cabaniss, Facilities Maintenance Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 13,420.00

Vendor: Mingledorf

\$ _____

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20 Museum-70 XXX	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001270-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$0.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: (\$13,420.00)

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

Comments: The Museum has 2 older 7.5-ton rooftop units that completes the HVAC system. Each RTU consist of 2 circuits with 2 compressors. RTU 1 lost a compressor resulting in a complete circuit loss. RTU 2 has a inefficient compressor on circuit 2. Three quotes were obtained for the purchase of equipment and the rental of a crane to move the units. The work will be performed by City staff.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 8/5/2019

Purchasing Memo Date: 8/5/2019

Delivered To Date: 8/5/2019

Request Approved Date: 8/5/2019

Request Approved Date: 8/5/2019

Approved Date: 8/5/2019

Signatures: Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kim Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: August 5, 2019

Re: Greensheet Approval for **non-budgeted** procurement under \$15,000 for two heat pumps at the Fairhope Museum of History

The Fairhope Museum of History needs to purchase **two (2)** 7.5-ton rooftop Heat Pump units due to compressor loss on one unit and inefficiency of compressor on the other. Three quotes were obtained by Lance Cabaniss, Facilities Maintenance Manager, the for purchase of equipment, and for the rental of a crane to move the units. The work will be performed by City staff.

The total procurement for the equipment plus crane rental to remove and install is THIRTEEN THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$13,420.00). The two units are in stock in the vendor's warehouse in Loxley, AL, units will be made available upon issuance of a Purchase Requisition. Installation, programming, and commissioning of the units should take approximately 8-16-man hours (self-performed in-house) subject to availability of crane.

HVAC:	
Mingledorf	\$11,570.00
Wittichen	\$12,874.54
TRANE	\$16,392.00
CRANE rental (\$185 hr)	\$1,850.00
40-45 ton crane	
TOTAL	\$13,420.00

See attached Vendor quote for further details.

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for two HVAC units from Mingledorff's Incorporated for \$11,570 and the rental of a crane for use by the City for a not to exceed amount of \$1,850, for a total of \$13,420.00.

CC: file, L Cabaniss, R Johnson

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

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



turn to the experts

Mingledorff's

INCORPORATED

Mingledorff's Inc.
30020 County Road 49
Loxley, AL 36551
(P) 251-602-4772
(F) 251-964-2712

PROPOSAL

Attention:
Job Name: Museum Heat Pumps
Job Location:

Date: 07/30/2019
Quote Number: JM-19-274
Engineer: (No Contact)

We propose to furnish the equipment listed below at prices stated and in accordance with Mingledorff's Inc. standard terms of sale.

Mark For	Qty	Model Number	Description
RTU	2	50TCQD08A2A5-0A0G0	Packaged Rooftop Heat Pump Unit 7.5 Tons 208/230-3-60 <ul style="list-style-type: none"> Two-Stage Cooling Refrigeration Coil Medium Static Option Belt Drive Al/Cu - Al/Cu Base Electromechanical Controls 2-Speed Indoor Fan (VFD) Controller
		Field Installed:	
	2		Manual Outdoor Air Damper
	2		12.0 kW Electric Heater
	2		Single Point Kit

Total Net Sell Price: \$11,570 Full Freight Allowed, Taxes Excluded

QUOTATION NOTES:

Any item listed separately in the proposal will ship separately and require installation in the field by the contractor.
Drawings and specifications used for pricing were dated:

ITEMS NOT INCLUDED UNLESS SPECIFIED OTHERWISE:

- Controls
- Labor Warranty
- Extra Filters

SPECIAL NOTES:

- Above prices are firm and will remain in effect for 30 days only from the date of this Proposal.
- Payment terms are 30 days from invoice date, 1% discount if paid within 10 days of the invoice date.
- Freight is FOB Seller's designated facility – freight prepaid and allowed to the first destination in the continental USA.
- All accessories are field installed unless otherwise noted.
- No taxes, permits, start-up, and or service are included in above Proposal unless otherwise noted.
- Seller shall have the right to deliver any portion of the Goods included in this Proposal. Customer agrees to pay for the same in accordance with the terms of payment in this Proposal notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery.
- Compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Goods is the sole responsibility of Customer. Customer agrees to use and install all equipment in accordance with all local, state and federal requirements, including without limitation, all applicable Regional Efficiency Standards.
- Seller rejects and is not liable for any flow down requirements from the owner or any higher tier contractor unless specifically agreed to in writing by Seller. Seller specifically rejects any liquidated damages.
- Any work or material furnished at Seller's expense must be authorized in writing by Seller in advance. Customer

will receive an account credit for the price of approved work upon its completion. Deductions from Seller's invoices or back charges for unauthorized work or materials will not be accepted.

- This Proposal does not include base isolators, ductwork, insulation, economizers, curbs, valves, starters, controls, disconnects, electrical wiring, conduit, rigging, storage or any other accessories *not specifically* listed above. **Start-up services:** Start-up service can be provided at an additional cost. When purchased, start-up service will be provided during normal working hours and does not include installation, refrigerant specialties (unless otherwise noted in this proposal), refrigerant or system charging, programming or commissioning.
- Seller makes absolutely no guarantee or warranties beyond that of the manufacturer of the Goods supplied. See Terms of Sale (defined below) for more details.
- Voltage must be verified by the contractor or Customer prior to processing an order.
- Customer agrees to protect the confidentiality of the information contained herein by not disclosing such information to a third party unless agreed to in writing by all parties concerned.

Sale of all Goods set forth in this Proposal or otherwise purchased from Seller is expressly limited to Mingledorff's, Inc.'s then current Terms and Conditions of Sale Pertaining to HVAC and Plumbing Equipment and Related Parts (the "Terms of Sale") and all terms and conditions set forth in this Proposal (collectively, the "Terms"). By placing an order with Seller or making payment for the Goods, Customer agrees that the Terms will exclusively govern each purchase. Without the written consent of an authorized representative of Seller, no additional or different terms proposed by Customer in any purchase order or other acknowledgement will be effective to modify the Terms. The Terms of Sale can be found at www.mingledorffs.com/terms-and-conditions or made available to you upon request. In the event any provision of this document conflicts with a provision of the Terms of Sale, the provisions of this document shall control.

Thank you for the opportunity to provide you with this pricing. If you require any further assistance, please feel free to contact me.

Sincerely,

Jaime Mora

251-602-4772
jmora@mingledorffs.com

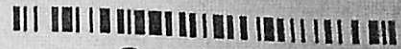
Accepted By: _____
Title: _____
Date: _____

Quote Date: 07/30/2019
Quote Number: JM-19-274
PO Number:
Job Name: Museum



WITTICHEN SUPPLY CO (26)
 9715 MILTON JONES RD
 DAPHNE, AL 36526
 251-375-0722
 Fax 251-375-0721

CORP ID: 630369255



Quotation

EXPIRATION DATE	QUOTE NUMBER
09/12/2019	S101165009
WITTICHEN SUPPLY CO (26) 9715 MILTON JONES RD DAPHNE, AL 36526 251-375-0722 Fax 251-375-0721	
PAGE NO	
1 of 1	

QUOTE TO

SHIP TO

CITY OF FAIRHOPE
 555 S SECTION ST
 PO DRAWER 429
 FAIRHOPE, AL 36533-0429

CITY OF FAIRHOPE
 555 S SECTION ST
 PO DRAWER 429
 FAIRHOPE, AL 36533-0429

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SHIP VIA	
3300	7.5T HP		PICK UP	
WRITER	EXC NUMBER	EXM NUMBER	SHIP DATE	
Jason Broadwater (Daphne)			08/26/2019	
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
2ea	RHM.RHPDZS090ACB000ABAA0 R410A COMM PKG HEAT PUMP 230/3 RHEEM		5880.08/ea	11760.16
2ea	RHM.RXJJ-DD20CP STRIP HEAT 20KW 230/3 PKG RHEEM		557.19/ea	1114.38
SALES TAX NOT INCLUDED. SALES TAX IS DETERMINED BASED ON CUSTOMER AND/OR PRODUCT TAXABILITY AND DELIVERY OR PICK UP ADDRESS			Subtotal	12874.54
			S&H Charges	0.00
			Amount Due	12874.54



TRANE

Proposal

(Valid for 30 days from Proposal date)

*PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc. dba Trane
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED*

© 2016 Trane All rights reserved

Prepared For:
City of Fairhope

Date: August 1, 2019

Job Name:
City of Fairhope Museum

Proposal Number: J5-87023-1
Quote Number: 18-362255-19-004
Co-op Contract Number: USC 15-JLP-023

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - 3-10Ton R-410 Packaged Heat Pump (Qty: 2)

Item	Tag(s)	Qty	Description	Model Number
A1	RTU - 1	1	7.5 Ton R-410 Packaged Heat Pump	WSC092H3RG
A2	RTU - 2	1	7.5 Ton R-410 Packaged Heat Pump	WSC092H3RG

All Units

- 208-230/60/3
- Microprocessor controls 3ph
- 18 kW@240,480,600 derate to unit voltage
- Hinged panels/2 inch pleated filters MERV 8
- Std cond coil w/hail guard 3 ph
- Programmable zone sensor (Fld)
- 5 year parts and 1st year labor warranty
- Adapter Curb (Fld)

Item: A1 Qty: 1 Tag(s): RTU - 1
Manual outside air damper 0-50% 3 ph

Item: A2 Qty: 1 Tag(s): RTU - 2
Economizer with Dry Bulb 0-100% with barometric relief

Total Net Price (Excluding Sales Tax)\$ 16,392.00

Sincerely,

Chris Broders - Trane U.S. Inc. dba Trane
124 East I-65 Service Road N
Mobile, AL 36607
Phone: (251) 665-2999
Fax: (251) 665-2920

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
2. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
3. **Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
4. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
5. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
6. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
7. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
8. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

- 9. Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.
- 10. Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).
- 11. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
- 12. Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
- 13. Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.
- 14. Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
- 15. Invoicing and Payment.** Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.
- 16. Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.
- 17. Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.
- 18. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is

shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0614)
Supersedes 1-26.130-4(0214)

Lisa A. Hanks, MMC

From: Lance Cabaniss
Sent: Sunday, August 4, 2019 5:50 PM
To: Dee Dee Brandt; Lisa A. Hanks, MMC; Jennifer Bush
Cc: Richard Johnson
Subject: Museum roof top Hvac

Hello all, the museum has two older 7.5 ton roof top package units that is it's complete HVAC system. Each RTU consist of two circuits with two compressors. RTU 1 lost a compressor resulting in a complete circuit loss. RTU 2 has a inefficient compressor on circuit 2. That being said we are roughly 7 tons down in a building that was designed to have 15 tons of cooling. I have quoted 3 different roof top units. The carrier units from Mingeldorf in Loxley will be a direct replacement for the two Bryant's currently on the museum roof. This means that the current curbs on the roof can stay in place if we choose to go with the carrier units from mingeldorf supply in loxley. No roof work should be needed if the units detach successfully from the existing roof curbs. A 40-45 ton crane (for reach) will be needed to remove the old units and to set the new units. All work will be done by my staff. The crane will cost \$185 an hr. with a 4 hr minimum. That cost starts soon as the crane leaves its yard headed our way. I estimate 8-10 hrs of crane time at worst. I need to get this I in-front if the council for approval. The quotes will follow this email. Please advise.

Lance Cabaniss
City of Fairhope
Facilities maintenance mngr.
251-327-0131

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 the Removal of Trees, Stumps, and Debris for the Upgrade Electrical Substations & Distribution Nichols and Young Street with Mason Excavating, LLC. The cost will be \$14,000.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/5/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Remove all trees/stumps and debris for the upgrade Electrical Substations & Distribution Nichols and Young Street

Project Location: Nichols and Young Street

Presented to City Council: 8/12/2019

Funding Request Sponsor: Richard Peterson, Director of Operations
Michael Allison, Electric Superintendent

Project Cash Requirement Requested:
Cost: \$ 14,000.00

Vendor: Mason Excavating, LLC of Fairhope

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project								
General	Gas	Electric XXX	Water	Sewer	Gas Tax	Cap Proj	Impact	
Department of General Fund Providing the Funding								
Admin-10 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35	Sanitation-40

Project will be: _____ Funding Source: _____

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

Expense Code: 003-16050 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Plant & Distribution System _____ State _____
_____ City _____

Project Budgeted: n/a
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: _____

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

Comments: The Electric Department requests to award this public works project under \$50,000 to clear, grub and remove all trees/stumps and debris at the upgrade Electrical Substation on Nichols and Young Street.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>8/5/2019</u>	Purchasing Memo Date: <u>8/5/2019</u>	Delivered To Date: <u>8/5/2019</u>
Request Approved Date: <u>8/5/2019</u>	Request Approved Date: <u>8/5/2019</u>	Approved Date: <u>8/5/2019</u>
Signatures: <u>Rim Creech</u>	<u>Jill Cabaniss, MBA</u>	<u>Mayor Karin Wilson</u>



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer

Council Members:

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

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

Date: August 5, 2019

RE: **Greensheet approval for public works project for Electric Department under \$15,000 and over \$10,000 budgeted procurement**

Lisa A. Hanks, MMC
City Clerk

Kim Creech
Treasurer

The Electric Department requests approval by Council to award this public works project under \$50,000 to clear, grub and remove all trees/stumps and debris at the sub-station on Nichols and Young Street. Three quotes were obtained (see attached). The lowest quote is for **FOURTEEN THOUSAND DOLLARS (\$14,000.00)**. The recommended vendor is from **Mason Excavating, LLC** of Fairhope, AL. See Attached quotes.

This procurement is **OVER** the greensheet approval benchmark of \$10,000, the limit for the City Council, and under the benchmark of \$15,000 for competitive bidding.

Lead time: as soon as possible

Please compose a greensheet for this Electric Department's grubbing and removal of trees project at the sub-station on Nichols and Young Street to be provided by, Mason Excavating, LLC of Fairhope, AL at an estimated cost of \$14,000.00

Cc: file, Mike Allison, Richard Peterson

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

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

Mason Excavating, LLC
17890 Pierce Road
Fairhope, AL 36532
251-331-1289

DATE	ESTIMATE #
7/19/2019	160

Estimate

BILL TO
City Of Fairhope Sub Station on Nichols and Young Street

P.O. NUMBER

ITEM	DESCRIPTION	AMOUNT
	Clearing, grubbing, hauling off tree debris, and silt fence for erosion control on North, West, and South property lines	14,000.00
	Price is based on the city having trees topped next to power lines along Nichols and Young street.	

Thank you for your business!

Total	14,000.00
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Leavitt Land
18594 Founders Dr
Fairhope, AL 36532 US
leaviwj@yahoo.com

ESTIMATE

ADDRESS
Clint Steadham
City Of Fairhope

ESTIMATE # 1008
DATE 07/16/2019

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Services	Clear all trees within property lines. Remove all stumps within property lines. Balance out jobs with material that is within the property. This price is only good if the City of Fairhope allows all tree debris to be dumped at there landfill on Section St at no charge.	1	14,500.00	14,500.00

Property located at Young St. and Nicholas St.

TOTAL

\$14,500.00

Accepted By

Accepted Date



LIG Services, LLC
82 Plantation Pointe Rd. Suite 231
Fairhope, AL 36532 US
(251) 709-7488

ADDRESS
City of Fairhope

ESTIMATE # 1592
DATE 07/16/2019

RE:
Nichols and Young Lot Clearing

ACTIVITY	AMOUNT	QTY	RATE
Additional Services Clear lot and haul off dedris	14,973.00	1	14,973.00

TOTAL **\$14,973.00**

Accepted By

Accepted Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure the Repairs at Fire Station No. 2 on Thompson Hall Road due to backup of sewage in the fire station due to excessive rain on July 13, 2019. This is an unbudgeted item and has been filed with insurance. The total not-to-exceed cost will be \$8,040.00 from Seale Quality Construction & Renovations.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 7/31/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Flood repairs at Fire Station #2 on Thompson Hall Rd for back up of sewage in the fire station due to excessive rain on 7/13/19 *ZAH*

Project Location: Fire Station #2

Presented to City Council: 8/12/2019 Resolution # : _____
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director Changed _____
John Saraceno Rejected _____
Lance Cabaniss

Project Cash Requirement Requested:
Cost: \$ 8,040.00

Vendor: Seale Quality Construction and Renovation, 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	Impact	
Department of General Fund Providing the Funding								
Admin-10	Bldg-13	Police-15	Fire-20 XXX	ECD-24	Rec-25	Civic-26	Street-35	Sanitation-40
Fac Maint-45	Golf-50	Golf Grounds-55			Debt Service-85			

Project will be: Expensed _____ Funding Source: _____
Capitalized XXX Operating Expenses _____
Inventoried _____ Budgeted Capital _____
Unfunded XXX

Expense Code: 001200-50360 Grant: _____ Federal - not to exceed amount
G/L Acct Name: General Maint _____ State _____
_____ City _____

Project Budgeted: \$0.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$8,040.00

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

Comments: One July 13, 2019 the weather remnants of Hurricane Barry, caused 8 inches of rain to fall in the City of Fairhope, AL. Fire Station #2 on Thompson Hall Rd had back up of sewage in the firestation due to excessive rain. Insurance claim has been filed.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/24/2019</u>	Purchasing Memo Date: <u>7/24/2019</u>	Delivered To Date: <u>7/31/2019</u>
Request Approved Date: <u>7/31/2019</u>	Request Approved Date: <u>7/31/2019</u>	Approved Date: <u>8/2/19</u>
Signatures: <u><i>Kim Creech</i></u> Kim Creech	<u><i>Jill Cabaniss</i></u> Jill Cabaniss, MBA	<u><i>Kann Wilson</i></u> Mayor Kann Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer

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

From: 
Delores A Brandt, Purchasing Manager

Date: July 24, 2019

Lisa A. Hanks, MMC
City Clerk

Re: Greensheet /Council Approval to award of over \$7,500 unbudgeted expense for immediate flood repairs at Fire Station #2 on Thompson Hall Road after a rain event

Kim Creech
Treasurer

The Fire Department has requested approval for immediate flood repairs at Fire Station #2 on Thompson Hall Road for back up of sewage in the fire station due to excessive rain event on 7/13/2019. Three quotes were obtained, and the lowest quote is **EIGHT THOUSAND FORTY-DOLLARS (\$8,040.00)**. John Saraceno, Fire Maintenance Supervisor, recommends awarding the work to **Seale Quality Construction and Renovation, Inc.** See attached quotes.

Seale Quality Construction and Renovation, Inc	\$ 8,040.00
E J Builders	\$ 9,133.00
No Limit Solutions, LLC	\$10,500.00

Please prepare a greensheet and move this procurement of over \$7,500 unbudgeted repairs forward to the City Council to approve the **AWARD** for repairs to the lowest bidder, Seale Quality Construction & Renovations for the not-to-exceed amount of \$8,040.00.

161 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

Cc: file, John Saraceno; Lance Cabaniss, R Johnson

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/24/2019

Name: John Saraceno **Department:** Fire

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Repair Station 2

Where will it be located? 19875 Thompson Hall Road

What is the purpose of the item or service? Repair damage from sewage back up

How many do you need? Click or tap here to enter text.

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? ASAP

Additional Information or Comments: we had a sewage back up during a storm on 7/13

BUDGET INFORMATION

What is the total cost of the item or service? 8040.00

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? Click or tap here to enter text.

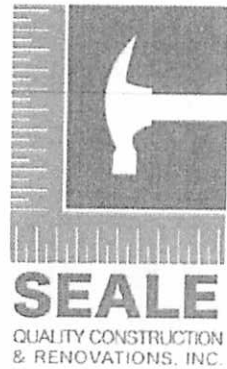
State Contract ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: Click or tap here to enter text.

Email completed form with quotes or other supporting documentation to deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

Seale Quality Construction & Renovations, Inc.



Contact: Ted Seale

Phone: 251-605-6279

Email: tedseale@gmail.com

Work Site:

City of Fairhope - Fire Station 2 - Flood Repair

Date: July 2019

Scope of Work: Remove and replace damaged sheetrock and repaint

Fire Station Flood Repair	
Dump	\$500.00
Demo	\$1,000.00
Material	\$900.00
Labor - Hang and Finish Sheetrock	\$2,440.00
Material and Labor - Paint	\$2,700.00
Wooden Baseboards	\$500.00
Fire Station 2 Flood Repair	\$8,040.00



BUILDERS
CONSTRUCTION MANAGER
BUILD WITH THE BEST

Phone (251) 943-1112

220 W. Laurel Ave, P.O. Box 669
Foley, AL 36536

Fax (251) 943-1109

PROPOSAL

July 24, 2019

Fairhope Volunteer Fire Department
Attn. George Ladd

Re: Station No. 2
19795 Thompson Hall Road

Per our onsite inspection and your direction we propose to effect repairs at your building for the following scopes of work:

- Remove damaged drywall to 4' high in four rooms (approximately 840 SF) and replace with new 5/8" drywall
- Finish seams of drywall with joint compound, taped, sanded and finished to match existing walls
- Install new wall base at affected rooms with new drywall
- Prime and paint new drywall areas and base
- Cleanup and haul off of all debris and trash materials associated with the above work
- Worker's Compensation and General Liability insurance is included on all portions of work performed

Price for all the above: **\$9,133.00.**

Thank you for the opportunity to work with you on this project.

Respectfully,

John Jurkiewicz
E-J Builders, Inc.

No Limit Solutions LLC

(251) 802-2005
nolimitsolutionsllc@outlook.com

ESTIMATE

ADDRESS

City of Daphne Fire
Department #2

ESTIMATE # 0043

DATE 07/19/2019

	AMOUNT
Remove existing damaged sheet rock	10,500.00
Remove any compromised insulation	
Dispose of all demoed material	
Spray inside wall cavities with antimicrobial	
Re-hang sheet rock mud tape and finish	
Re-install finish molding	
Paint walls	
Caulk putty and paint moldings	
Final job site cleanup	
TOTAL	\$10,500.00

Accepted By

Accepted Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure Two Line Stops and Valves in the Spanish Fort area for this Public Works Project from RAW Construction, LLC with a total not-to-exceed cost of \$30,500.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/5/2019

Please return this Routing Sheet to Treasurer by 8/15/2019 **VASAP**

Project Name: Procurement for the Gas Department of two line stops and valves in Spanish Fort Area

Project Location: Downtown Fairhope

Presented to City Council: 8/12/2019

Funding Request Sponsor: Richard Peterson, Director of Operations
Terry Holman, Gas Supervisor
Wes Boyett, Regulatory Compliance

Project Cash Requirement Requested:
Cost: \$ 30,500.00

Vendor: RAW Construction, LLC

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project							
General	Gas XXX	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10 XXX Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be: _____ Funding Source: _____

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

Expense Code: 002-16050 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Const-Gas System Improvement _____ State _____
_____ City _____

Project Budgeted: \$80,000.00

Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: (\$49,500.00)

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

Capital Lease: _____ Payment _____ Term _____

Comments: **This is a line stop and valves install on our 6" high pressure main in Spanish Fort Area. It will consist of two line stops and two valves done in tow different locations both in Spanish Fort Area. Three quotes were obtained for this under \$50,000 public works project. This selected contractor will complete a complete turn key project.**

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/23/2019</u>	Purchasing Memo Date: <u>7/23/2019</u>	Delivered To Date: <u>8/5/2019</u>
Request Approved Date: <u>8/2/2019</u>	Request Approved Date: <u>8/2/2019</u>	Approved Date: <u>8/5/2019</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss, MBA</u> Jill Cabaniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: July 23, 2019

Re: **Greensheet/Council Approval for operational budgeted over \$10,000 request for an immediate turnkey installation of line stops and valves on a gas main in Spanish Fort area for the Gas Department**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The **Gas Department** is requesting through Terry Holman Gas Supervisor and Wes Boyett, Regulatory Compliance, the hiring of a company to complete the turnkey installation of two (2) line stops and valves in the 6" gas main in Spanish Fort, in two different locations as soon as possible.

Three Quotes were obtained for this under \$50,000 public works project. See attached. The lowest quote submitted was **\$30,500.00** The Gas Department recommends the award be made to **R.A.W. Construction, LLC**, of Midway, FL in the amount of **\$30,500.00**. This gas repair project needs to be completed as soon as possible to prevent any interruption to service in the Spanish Fort area.

NOTES: Delivery will be immediately upon approval by Resolution

Please compose a greensheet and obtain Council approval to go forward with this request to approve this procurement for the Gas Department of TWO Line Stops and Valves in Spanish Fort to RAW, Construction, LLC in an amount not to Exceed \$30,500.00

CC: file, T Holman, R Peterson, Clint Steadham

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

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/22/2019

Name: Wes Boyett **Department:** Gas

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Installation of line stops and valves on gas main.

What is the physical address? Location 1: In Walden Woods subdivision in the ROW. Location 2: On the north side of Sherwin Williams paint supply in Spanish Fort in our Row.

What is the purpose of the item or service? To install two valves in gas line.

How many do you need? 2

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? ASAP

Additional Information or Comments: This is a line stop and valves install on our 6" high pressure main in Spanish Fort. It will consist of two line stops and two valves done in two different locations both in Spanish Fort. The selected contractor will complete a complete turn key job.

BUDGET INFORMATION

What is the total cost of the item or service? 45,000 estimated

Is it budgeted? Yes No Emergency Request

If budgeted, what is the Capital Budget Line Item or Operating Budget Code: 16050 line 14

If budgeted, what is the budgeted amount? 80,000

State Contract ALDOT

Purchasing Group **Purchasing Group Name:** [Click or tap here to enter text.](#)

Version 1.5

JAB – 6/19/19



July 31, 2019

Fairhope Public Utilities Natural Gas Department
Terry Holman
555 South Section Street
Fairhope, AL 36533

Re: Installation of Steel Valves

Mr. Holman,

R.A.W. Construction, LLC appreciates the opportunity to submit our price to supply & install line stop fittings and associated valves.

Our proposed scope of work includes the following:

6" line between US HWY 31 & Coyote Drive

- Install (2) 6" line stop fittings.
- Make hot taps and stop flow on line.
- Cut in (2) 6" valves with boxes.

\$30,500.00

Clarifications:

All fittings quoted are ANSI 150.

Prices are subject to change if more than 1 mobilization is required.

If you have any questions or would like to discuss my proposal further, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Clay Miller".

Clay Miller

MOBILE PIPE & WELDING, INC.
8305 Zeigler Blvd.
Mobile, AL 36608
Phone: 251-633-9131
Fax: 251-633-3099

July 31, 2019

FPU Natural Gas Department
555 South Section St.
Fairhope, AL 36532

Job: Hwy 181 & 31 Spanish Ft.

The price for Mobile Pipe & Welding to supply labor, equipment and material to install 2ea stop off and 2ea 6" inline valves at the intersection of Hwy 181 & 31 in Spanish Ft. is \$45,533.46. This price does not include any operating of the existing valve, per Terry Holman. If the existing valve does not hold up and Mobile Pipe & Welding is needed for additional work it will be billed at an additional cost plus rate. Thank you for this opportunity to bid this project. Please contact our office if you need any additional information.

Thank you,
Ronnie Beasley Jr.

*Boan Contracting
Post Office Box 778
498 Merrivweather Lane*

*Greenville AL 36037
334.382.6558
Fax 334.382.7560*

*Fairhope Office
Post Office Box 469
8600 CR 32; Bldg E*

*Fairhope AL 36532
251.990.5339
Fax 251.990.5089*



July 31, 2019

Fairhope Public Utilities
555 S. Section Street
Fairhope, AL 36532

Attention: Clint Steadham; Terry Holman

Reference: 6" Gas Line Stoppers

Gentlemen:

Boan Contracting Co., Inc. is pleased to offer our quotation for the installation of two 6" stopper fittings and two 6" valves per the sketches provided.

Our pricing includes testing of our welders to your weld procedure. We understand that x-ray is not required.

Furnish and install two each Mueller H17275 line stop fittings and two each 6" ANSI 150 Ballomax valves.

LUMP SUM PRICE \$51,869.00

Sincerely,

BOAN CONTRACTING CO., INC.

Barry E. Boan

BARRY E. BOAN
President

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 7/¹³~~18~~/2019

Name: Wes Boyett Department: Gas

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Installation of line stops and valves on gas main.

What is the physical address? Location 1: In Walden Woods subdivision in the ROW. Location 2: On the north side of Sherwin Williams paint supply in Spanish Fort in our Row.

What is the purpose of the item or service? To install two valves in gas line.

How many do you need? 2

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? ASAP

Additional Information or Comments: This is a line stop and valves install on our 6" high pressure main in Spanish Fort. It will consist of two line stops and two valves done in two different locations both in Spanish Fort. The selected contractor will complete a complete turn key job.

BUDGET INFORMATION

What is the total cost of the item or service? 45,000 estimated

Is it budgeted? Yes No Emergency Request

If budgeted, what is the Capital Budget Line Item or Operating Budget Code: 16050 line 14

If budgeted, what is the budgeted amount? 80,000

State Contract ALDOT

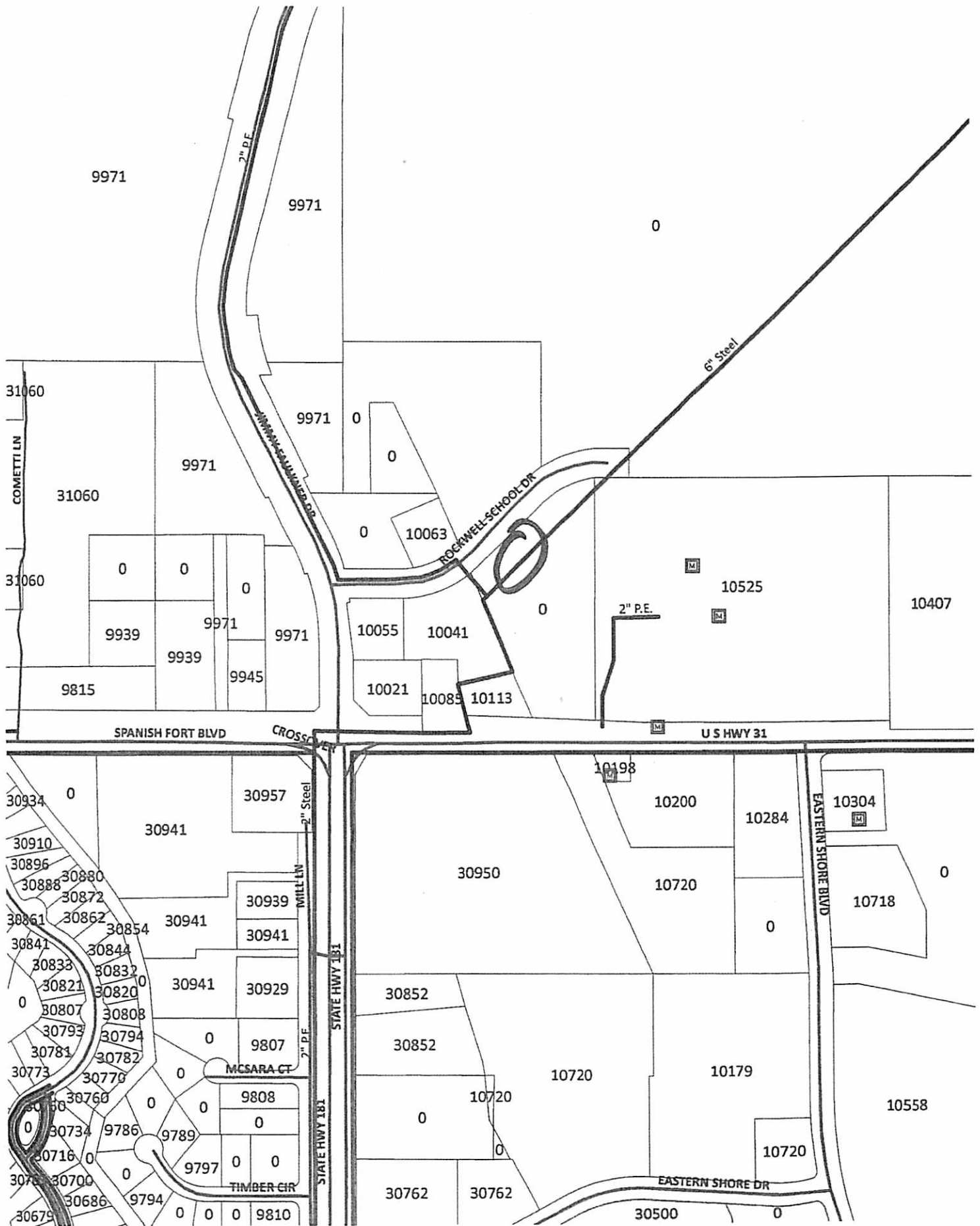
Purchasing Group Purchasing Group Name: Click or tap here to enter text.

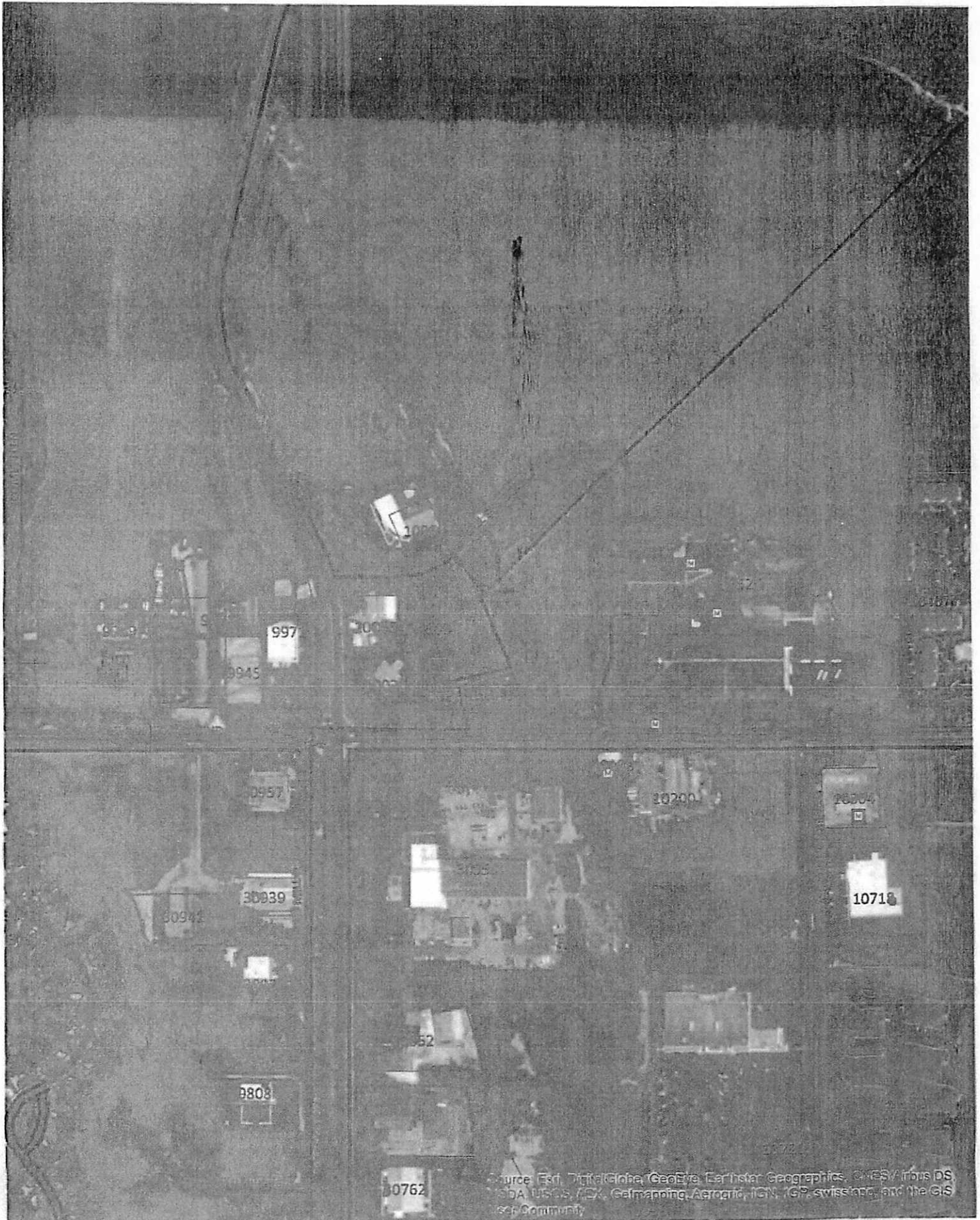
Sole Source Sole Source Justification: [Click or tap here to enter text.](#)

Email completed form with quotes or other supporting documentation to deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

The Fairhope Public Utilities Natural Gas Department (FPU) is requesting a proposal for services to install two valves in our 6-inch steel high pressure distribution gas main. This installation will include line stops and permanently installed ball type valves. Attached is a map indicating the location of the placement of the two valves. The following are expectations placed on this project by FPU:

1. **COMPLETION DATE:** FPU has set a completion date of August 14, 2019 as the day work is to be complete. The selected contractor will begin work and will continue until the project is completed to the satisfaction of FPU. Inclement weather will be taken into consideration although a constant effort to complete this project in a timely manner is a top priority.
2. **PREREQUISITES:** Before **ANY** work has begun, a pre-construction meeting will be held at the office of FPU (555 S. Section St. Fairhope, AL 36532) to discuss **ALL** pertinent information pertaining to the project. At this meeting the selected contractor will provide FPU with current drug/alcohol testing data, welding procedures/testing results and Operator Qualification Training (OQT) data.
3. **MATERIALS, EQUIPMENT AND SUPPLIES:** The Selected contractor will supply **ALL** materials, equipment and labor associated with the completion of this project. The material specifications will be provided by FPU. Attached are the Valve and Line Stop specifications that will be required to perform this project. **ANY** deviation of the specific items attached **MUST BE** approved by FPU management before installation.
4. **ASSUMED RESPONSIBILITY:** It is the sole responsibility of the selected contractor to perform **ALL** aspects of the project. In **NO WAY** will FPU provide support with labor, materials or management of the project.
5. **BMP's:** During **All** aspects of the project, the selected contractor will be responsible for installing, maintaining and removing **ALL** BMP's. These BMP's **SHALL BE** monitored and repaired during the life of the project.





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

				0
33507	33507			0
		33507		
			33507	

The Fairhope Public Utilities Natural Gas Department (FPU) is requesting a proposal for services to install two valves in our 6 inch steel high pressure distribution gas main. This installation will include line stops and permanently installed ball type valves at two locations. **ALL BIDS** must be received by FPU **NO LATER** than July 31, 2019 at or before 3:00 P.M. Attached is a map indicating the location of the placement of the two valves. The following are expectations placed on this project by FPU:

1. **COMPLETION DATE:** FPU has set a completion date of September 15, 2019 as the day work is to be complete. The selected contractor will begin work and will continue until the project is completed to the satisfaction of FPU. Inclement weather will be taken into consideration although a constant effort to complete this project in a timely manner is a top priority.
2. **PREREQUISITES:** Before **ANY** work has begun, a pre-construction meeting will be held at the office of FPU (555 S. Section St. Fairhope, Al 36532) to discuss **ALL** pertinent information pertaining to the project. At this meeting the selected contractor will provide FPU with current drug/alcohol testing data, welding procedures/testing results and Operator Qualification Training (OQT) data.
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4. **ASSUMED RESPONSIBILITY:** It is the sole responsibility of the selected contractor to perform **ALL** aspects of the project. In **NO WAY** will FPU provide support with labor, materials or management of the project.
5. **BMP's:** During **All** aspects of the project, the selected contractor will be responsible for installing, maintaining and removing **ALL** BMP's. These BMP's **SHALL BE** monitored and repaired during the life of the project. Any and **ALL** landscaping that is impacted **SHALL BE** restored to its original condition.

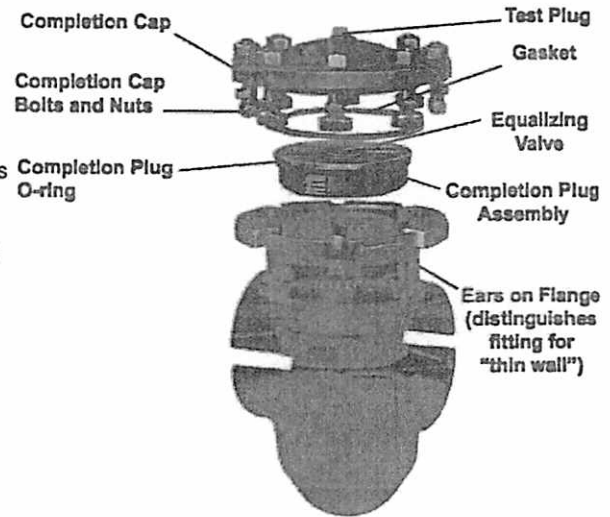
MUELLER® LINE STOPPER FITTING WELDING TYPE FOR THIN WALL STEEL PIPE - 275 PSIG



11.55

Shaded area indicates change Rev. 2-16

- Catalog number – H-17275
- Sizes – 6"x4", 6" & 8"
- For use on thin wall steel pipe
- Fittings for Thin Wall Steel Pipe can be recognized by added ears on flange, red paint and "THIN WALL" cast in plug.
- O-ring sealed cast iron (ASTM A126 CL.B) Completion Plug with equalizing valve
- Completion Cap cast iron (ASTM A126 CL.B)
- Flange, fitting top and bottom halves are forged steel (ASTM A105)
- Class 150 flange complies with dimensional requirements of ANSI B16.5
- 275 psig** (1896 kPa) maximum working pressure at 100F (38C)



H-17275

Pipe Dimension

Size of Line Stopper Fitting	Outside Diameter of Shell Cutter Required	Outside Diameter of Pipe	Pipe Dimensions		
			Maximum Wall Thickness	Minimum Wall Thickness	Maximum Inside Diameter
6"x4"	6-1/2"	4.50"	No limit	No limit	No limit
6"	6-1/2"	6.625"	.280" (sch. 40)	.125"	6.375"
8"	8-1/2"	8.625"	.322" (sch. 40)	.125"	8.375"

Drilling/Line Stopping Machine combinations that can be used to install and stop-off H-17275 Fittings

Drilling Machine	Line Stopper Units	
	Unit No. 3SW	Unit No. 3SW-500
	H-17275	
C1-36	6"x4", 6" & 8"	6"x4", 6" & 8"

Replacement Parts

Fitting Size	Completion Cap	Test Plug	Completion Cap Bolts and Nuts (No. Required)	Completion Cap Gasket	Completion Plug Assembly	O-ring Seal
6"x4"	36609	64134	36446 (8)	62945	83703	79477
6"	36609	64134	36446 (8)	62945	83703	79477
8"	36625	64134	503709 (8)	63094	83709	63359

*Nominal

**This is the maximum pressure of the fitting installed in the line at 100F for Class Locations 1, 2, 3 and 4 as defined in D.O. T/CFR TITLE 49 PART 192. It may be necessary to reduce the line pressure during the drilling, stopping or plugging operations to the maximum working pressure of the machine or its attachments.

11.56



MUELLER® LINE STOPPER FITTINGS

Rev. 2-16 Shaded area indicates changes

Equipment required to install and stop-off H-17275 welding Line Stopper Fitting

Tool Name	Qty. Req'd.	Line Stopper Unit No. 3SW		Line Stopper Unit No. 3SW-500	
		6" & 6"x4" H-17275	8" H-17275	6" & 6"x4" H-17275	8" H-17275
Drilling Machine	1	C1-36	C1-36	C1-36	C1-36
Stopping Machine	2	H-17340	H-17340	H-17342	H-17342
Gate Valve	2	83953	83953	83721	83721
Valve Adapter	2	501223	-	63205	63193
Drilling Machine Adapter	1	36545	36545	83730	83730
Cutter Hub	1	83760	83762	83760	83762
Shell Cutter	1	63146	63115	63146	63115
Pilot Drill	1	83639	83675	83639	83675
Steel Wedge Stopper*	2	89700	89702	89700	89702
Completion Machine	1	H-17346	H-17346	H-17347	H-17347
Plug Alignment Tool	1	83250	83250	83250	83250
Plug Inserting Tool	1	83237	83237	83237	83237
Plug Extracting Tool	1	83238	83238	83238	83238
Completion Plug Wrench	1	36424	36424	36424	36424
Thread Cleaning Tool	1	89319	89319	89319	89319
Inspection Flange	1	H-17619	H-17619	H-17619	H-17619

*Steel Wedge Stopper with urethane cover suitable for use with gas and petroleum.



BROEN BALLOMAX® PIPELINE, Full Port – Straight Ball – 285 MAOP – ANSI 150

WELD X WELD – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	Wall	Weight
	2"	2BMW285PLFPSB14S	1.93	11.81	0.154	14.0
	4"	4BMW285PLFPSB14S	3.86	15.40	0.237	35.0
	6"	6BMW285PLFPSB14S	5.75	15.88	0.280	107.0

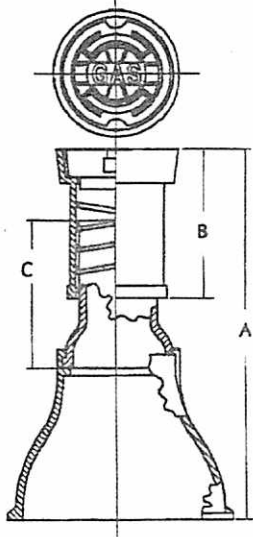
WELD X FLANGE – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	Wall	Weight
	2"	2BMWF285PLFPSB14S	1.93	10.16	0.154	19.0
	4"	4BMWF285PLFPSB14S	3.86	13.10	0.237	47.0
	6"	6BMWF285PLFPSB14S	5.75	15.88	0.280	124.0

FLANGE X FLANGE – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	ANSI	Weight
	2"	2BMF285PLFPSB14S	1.93	8.50	150	24.0
	4"	4BMF285PLFPSB14S	3.86	12.00	150	59.0
	6"	6BMF285PLFPSB14S	5.75	15.88	150	141.0

5 1/4" Shaft 3-Piece Valve Boxes



→ Fig. No. 4906

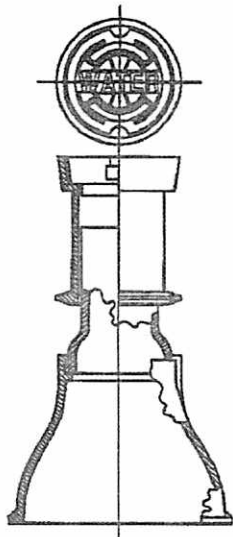


Fig. No. 4907

Fig. No. 4906, 4907

3-Piece Screw & Sliding Type Valve Boxes

- Valve Boxes are designed to cover the Valve completely. See Page 9.
- The Top Section screws or slides over the Middle Section to provide adjustment. The Middle Section locks into the Base Section.
- The No. 6 Base is the Standard Base used to determine lengths shown in Table on Page 9. All pricing considers the No. 6 Base only. Other Bases will reflect a change in complete Box price and total length.
- See Page 11 for Paving Adapters to raise our Valve Boxes.
- Locking covers available.
- Square Screw Type Top available in 15" and 26 1/2" length.
- Longer boxes can be furnished by adding extensions. See below.

Cover marked GAS or WATER. Special Lettering at Extra Cost.
Cover weight - 13 lbs. See Table on Page 9 for lengths and sizes.

Optional Bases

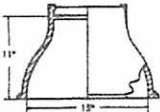


Fig. No. 4909-A

→ No. 6 Round Base

- For Valves 8" and smaller.
- Weight — 45 lbs.

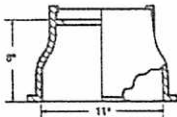


Fig. No. 4909-B

No. 4 Dome Base

- For Valves 4" and smaller.
- Overall length of Valve Box in Table will be 3" less.
- Weight — 30 lbs.

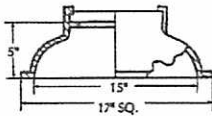


Fig. No. 4909-C

No. 140 Round Base

- 17" Square Flange for Valves near surface & up to 24".
- Overall length of Valve Box in Table will be 6" less.
- Weight — 30 lbs.

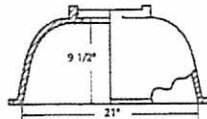


Fig. No. 4909-D

No. 160 Oval Base

- For Valves 16" and smaller.
- Overall length of Valve Box in Table will be 1 1/2" less.
- Weight — 56 lbs.

Fig. No. 4909-E

(Not Shown)

No. 8 Round Base

- For 12" Valves and smaller.
- Same as No. 6 Round Base (shown at left), only 12" high and 17" I.D. at bottom.
- Weight 50 lbs.

Size No.	Extension Range - A	Top Section & Cover			Bottom Section			No. 6 Base Wt.	Total Wt.
		No.	Dim. B	Wt.	No.	Dim. B	Wt.		
AAA	17" Stat	57	6.0	32.5				45.0	77.5
AA	22"-28"	54	10.5	35.0	60	10.5	14.0	45.0	94.0
A	28"-40"	55	15.5	42.0	61	16.0	23.0	45.0	110.0
B	36"-48"	55	15.5	42.0	62	24.0	31.5	45.0	118.5
C	42"-54"	55	15.5	42.0	63	30.0	36.5	45.0	123.5
CC	48"-60"	55	15.5	42.0	64	36.0	46.0	45.0	133.0
D	42"-66"	56	26.5	58.0	63	30.0	36.5	45.0	139.5
E	48"-72"	56	26.5	58.0	64	36.0	46.0	45.0	149.0

Extensions

Fig. No. 4905-X

Screw Extension

Size No.	Increases Length A	Overall Length B	Wt.
57	9.0	13.0	20.0
58	14.0	18.0	23.0
59	20.0	24.0	31.5
60	24.0	30.0	36.5
61	30.0	36.0	46.0

Fig. No. 4905-X

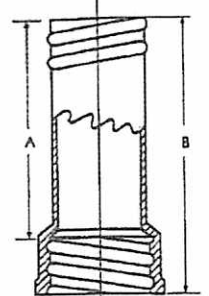
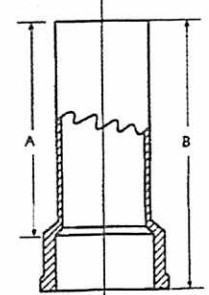


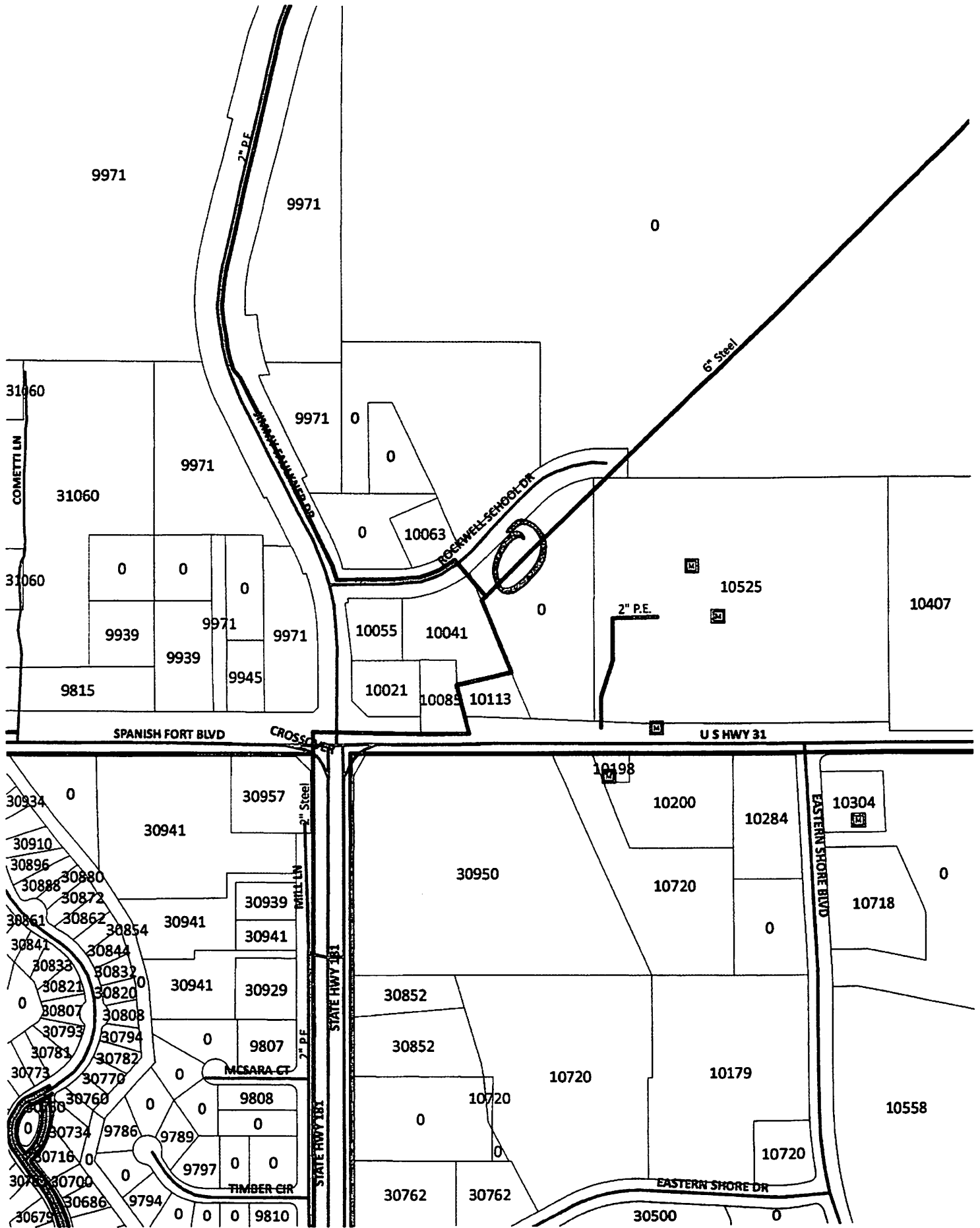
Fig. No. 4908-X

Sliding Extension

Size No.	Increases Length A	Overall Length B	Wt.
63-E	9.0	13.0	20.0
64-E	14.0	18.0	23.0
65-E	20.0	24.0	31.5
66-E	24.0	30.0	36.5
67-E	30.0	36.0	46.0

Fig. No. 4908-X





				0
33507	33507			0
		33507	33507	

The Fairhope Public Utilities Natural Gas Department (FPU) is requesting a proposal for services to install two valves in our 6 inch steel high pressure distribution gas main. This installation will include line stops and permanently installed ball type valves at two locations. **ALL BIDS** must be received by FPU **NO LATER** than July 31, 2019 at or before 3:00 P.M. Attached is a map indicating the location of the placement of the two valves. The following are expectations placed on this project by FPU:

1. **COMPLETION DATE:** FPU has set a completion date of September 15, 2019 as the day work is to be complete. The selected contractor will begin work and will continue until the project is completed to the satisfaction of FPU. Inclement weather will be taken into consideration although a constant effort to complete this project in a timely manner is a top priority.
2. **PREREQUISITES:** Before **ANY** work has begun, a pre-construction meeting will be held at the office of FPU (555 S. Section St. Fairhope, AL 36532) to discuss **ALL** pertinent information pertaining to the project. At this meeting the selected contractor will provide FPU with current drug/alcohol testing data, welding procedures/testing results and Operator Qualification Training (OQT) data.
3. **MATERIALS, EQUIPMENT AND SUPPLIES:** The Selected contractor will supply **ALL** materials, equipment and labor associated with the completion of this project. The material specifications will be provided by FPU. Attached are the Valve and Line Stop specifications that will be required to perform this project. **ANY** deviation of the specific items attached **MUST BE** approved by FPU management before installation.
4. **ASSUMED RESPONSIBILITY:** It is the sole responsibility of the selected contractor to perform **ALL** aspects of the project. In **NO WAY** will FPU provide support with labor, materials or management of the project.
5. **BMP's:** During **All** aspects of the project, the selected contractor will be responsible for installing, maintaining and removing **ALL** BMP's. These BMP's **SHALL BE** monitored and repaired during the life of the project. Any and **ALL** landscaping that is impacted **SHALL BE** restored to its original condition.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

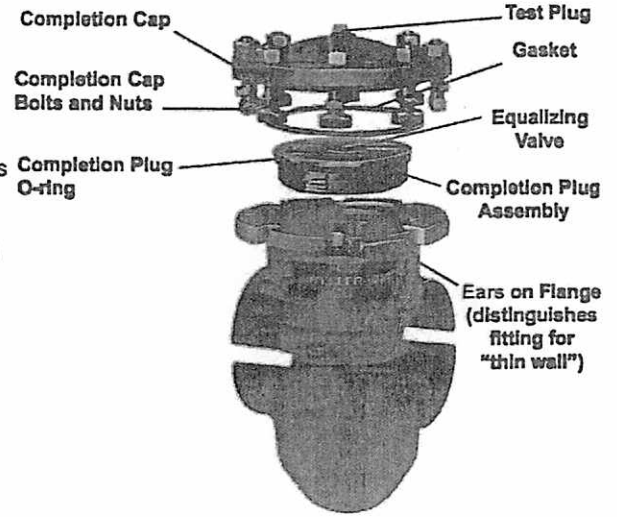
MUELLER® LINE STOPPER FITTING WELDING TYPE FOR THIN WALL STEEL PIPE - 275 PSIG



11.55

Shaded area indicates change Rev. 2-16

- Catalog number – H-17275
- Sizes – 6"x4", 6" 8"
- For use on thin wall steel pipe
- Fittings for Thin Wall Steel Pipe can be recognized by added ears on flange, red paint and "THIN WALL" cast in plug.
- O-ring sealed cast iron (ASTM A126 CL.B) Completion Plug with equalizing valve
- Completion Cap cast iron (ASTM A126 CL.B)
- Flange, fitting top and bottom halves are forged steel (ASTM A105)
- Class 150 flange complies with dimensional requirements of ANSI B16.5
- 275 psig** (1896 kPa) maximum working pressure at 100F (38C)



H-17275

Pipe Dimension

Size of Line Stopper Fitting	Outside Diameter of Shell Cutter Required	Outside Diameter of Pipe	Pipe Dimensions		
			Maximum Wall Thickness	Minimum Wall Thickness	Maximum Inside Diameter
6"x4"	6-1/2"	4.50"	No limit	No limit	No limit
6"	6-1/2"	6.625"	.280" (sch. 40)	.125"	6.375"
8"	8-1/2"	8.625"	.322" (sch. 40)	.125"	8.375"

Drilling/Line Stopping Machine combinations that can be used to install and stop-off H-17275 Fittings

Drilling Machine	Line Stopper Units	
	Unit No. 3SW	Unit No. 3SW-500
	H-17275	
C1-36	6"x4", 6" & 8"	6"x4", 6" & 8"

Replacement Parts

Fitting Size	Completion Cap	Test Plug	Completion Cap Bolts and Nuts (No. Required)	Completion Cap Gasket	Completion Plug Assembly	O-ring Seal
6"x4"	36609	64134	36446 (8)	62945	83703	79477
6"	36609	64134	36446 (8)	62945	83703	79477
8"	36625	64134	503709 (8)	63094	83709	63359

*Nominal

**This is the maximum pressure of the fitting installed in the line at 100F for Class Locations 1, 2, 3 and 4 as defined in D.O.T./CFR TITLE 49 PART 192. It may be necessary to reduce the line pressure during the drilling, stopping or plugging operations to the maximum working pressure of the machine or its attachments.

11.56



MUELLER® LINE STOPPER FITTINGS

Rev. 2-16 Shaded area indicates changes

Equipment required to install and stop-off H-17275 welding Line Stopper Fitting

Tool Name	Qty. Req'd.	Line Stopper Unit No. 3SW		Line Stopper Unit No. 3SW-500	
		6" & 6"x4" H-17275	8" H-17275	6" & 6"x4" H-17275	8" H-17275
Drilling Machine	1	C1-36	C1-36	C1-36	C1-36
Stopping Machine	2	H-17340	H-17340	H-17342	H-17342
Gate Valve	2	83953	83953	83721	83721
Valve Adapter	2	501223	-	63205	63193
Drilling Machine Adapter	1	36545	36545	83730	83730
Cutter Hub	1	83760	83762	83760	83762
Shell Cutter	1	63146	63115	63146	63115
Pilot Drill	1	83639	83675	83639	83675
Steel Wedge Stopper*	2	89700	89702	89700	89702
Completion Machine	1	H-17346	H-17346	H-17347	H-17347
Plug Alignment Tool	1	83250	83250	83250	83250
Plug Inserting Tool	1	83237	83237	83237	83237
Plug Extracting Tool	1	83238	83238	83238	83238
Completion Plug Wrench	1	36424	36424	36424	36424
Thread Cleaning Tool	1	89319	89319	89319	89319
Inspection Flange	1	H-17619	H-17619	H-17619	H-17619

*Steel Wedge Stopper with urethane cover suitable for use with gas and petroleum.



BROEN BALLOMAX® PIPELINE, Full Port – Straight Ball – 285 MAOP – ANSI 150

WELD X WELD – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	Wall	Weight
	2"	2BMW285PLFPSB14S	1.93	11.81	0.154	14.0
	4"	4BMW285PLFPSB14S	3.86	15.40	0.237	35.0
	6"	6BMW285PLFPSB14S	5.75	15.88	0.280	107.0

WELD X FLANGE – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	Wall	Weight
	2"	2BMW285PLFPSB14S	1.93	10.16	0.154	19.0
	4"	4BMW285PLFPSB14S	3.86	13.10	0.237	47.0
	6"	6BMW285PLFPSB14S	5.75	15.88	0.280	124.0

FLANGE X FLANGE – 285 PSI – ANSI 150

	Size	Catalog number	Port	Length	ANSI	Weight
	2"	2BMF285PLFPSB14S	1.93	8.50	150	24.0
	4"	4BMF285PLFPSB14S	3.86	12.00	150	59.0
	6"	6BMF285PLFPSB14S	5.75	15.88	150	141.0

5 1/4" Shaft 3-Piece Valve Boxes

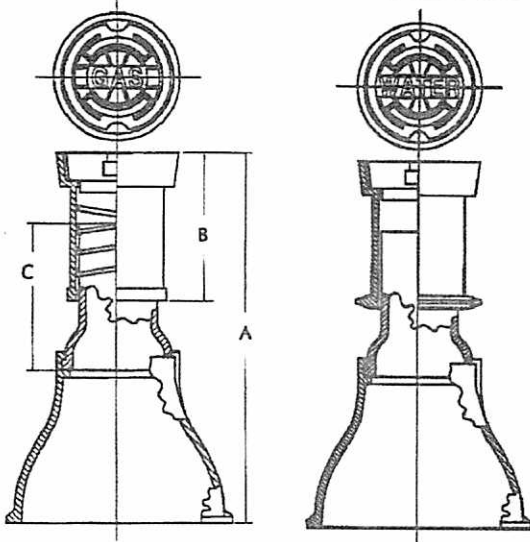


Fig. No. 4906, 4907

3-Piece Screw & Sliding Type Valve Boxes

- Valve Boxes are designed to cover the Valve completely. See Page 9.
- The Top Section screws or slides over the Middle Section to provide adjustment. The Middle Section locks into the Base Section.
- The No. 6 Base is the Standard Base used to determine lengths shown in Table on Page 9. All pricing considers the No. 6 Base only. Other Bases will reflect a change in complete Box price and total length.
- See Page 11 for Paving Adapters to raise our Valve Boxes.
- Locking covers available.
- Square Screw Type Top available in 15" and 26 1/2" length.
- Longer boxes can be furnished by adding extensions. See below.

Cover marked GAS or WATER. Special Lettering at Extra Cost.
Cover weight - 13 lbs. See Table on Page 9 for lengths and sizes.

→ Fig. No. 4906

Fig. No. 4907

Optional Bases

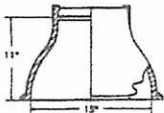


Fig. No. 4909-A

→ No. 6 Round Base

- For Valves 8" and smaller.
- Weight — 45 lbs.

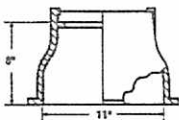


Fig. No. 4909-B

No. 4 Dome Base

- For Valves 4" and smaller.
- Overall length of Valve Box in Table will be 3" less.
- Weight — 30 lbs.

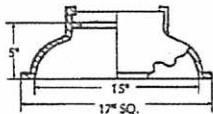


Fig. No. 4909-C

No. 140 Round Base

- 17" Square Flange for Valves near surface & up to 24".
- Overall length of Valve Box in Table will be 6" less.
- Weight — 30 lbs.

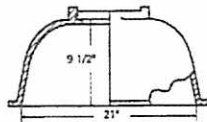


Fig. No. 4909-D

No. 160 Oval Base

- For Valves 16" and smaller.
- Overall length of Valve Box in Table will be 1 1/2" less.
- Weight — 56 lbs.

Fig. No. 4909-E
(Not Shown)

No. 8 Round Base

- For 12" Valves and smaller.
- Same as No. 6 Round Base (shown at left), only 12" high and 17" I.D. at bottom.
- Weight 50 lbs.

Size No.	Extension Range - A	Top Section & Cover			Bottom Section			No. 6 Base Wt.	Total Wt.
		No.	Dim. B	Wt.	No.	Dim. B	Wt.		
AAA	17" Stat	57	6.0	32.5				45.0	77.5
AA	22"-28"	54	10.5	35.0	60	10.5	14.0	45.0	94.0
A	28"-40"	55	15.5	42.0	61	16.0	23.0	45.0	110.0
B	36"-48"	55	15.5	42.0	62	24.0	31.5	45.0	118.5
C	42"-54"	55	15.5	42.0	63	30.0	36.5	45.0	123.5
CC	48"-60"	55	15.5	42.0	64	36.0	46.0	45.0	133.0
D	42"-66"	56	26.5	58.0	63	30.0	36.5	45.0	139.5
E	48"-72"	56	26.5	58.0	64	36.0	46.0	45.0	149.0

Extensions

Fig. No. 4905-X Screw Extension

Size No.	Increases Length A	Overall Length B	Wt.
57	9.0	13.0	20.0
58	14.0	18.0	23.0
59	20.0	24.0	31.5
60	24.0	30.0	36.5
61	30.0	36.0	46.0

Fig. No. 4905-X

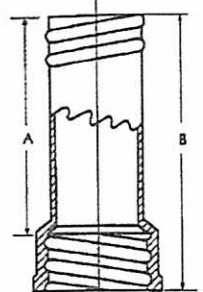
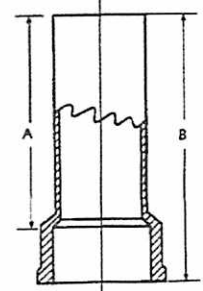


Fig. No. 4908-X Sliding Extension

Size No.	Increases Length A	Overall Length B	Wt.
63-E	9.0	13.0	20.0
64-E	14.0	18.0	23.0
65-E	20.0	24.0	31.5
66-E	24.0	30.0	36.5
67-E	30.0	36.0	46.0

Fig. No. 4908-X



RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure One FLYGT Model NP3153.185-464 20HP Pump at Sedgefield Lift Station for the Sewer Department from Jim House and Associates, Inc. with a total not-to-exceed cost of \$15,932.00; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/5/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one FLYGT Model NP3153.185-464 20HP Pump to replace failed pump at Sedgefield Subdivision lift station

Project Location: Sedgefield Subdivision

Presented to City Council: 8/2/2019

Funding Request Sponsor: Richard Peterson, Director of Operation
Jay Whitman, Water and Sewer Superintendent

Resolution # : _____
Approved _____
Changed _____
Rejected _____

AUG 6 '19 AM 10:23

AA

Project Cash Requirement Requested:
Cost: \$ 15,932.00

Vendor: Jim House and 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 Fac Maint-45	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20 Museum-70	ECD-24	Rec-25 Debt Service-85	Civic-26	Street-35 Sanitation-40

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004-16055
G/L Acct Name: Constr-Wastewater System Impro

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

Project Budgeted: n/a Part of 5 year plan Wastewater Rehabilitation
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: _____

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

Comments:

Replacement of failed 1 of 2 pumps at the Sedgefield Subdivision.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 8/5/2019

Purchasing Memo Date: 8/5/2019

Delivered To Date: 8/5/2019

Request Approved Date: 8/5/2019

Request Approved Date: 8/5/2019

Approved Date: 8/5/2019

Signatures: Kim Creech
Kim Creech

Jill Capaniss
Jill Capaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: August 2, 2019

Re: **Greensheet/Council Approval for the operational budgeted, over \$10,000, procurement of one FLYGT Model NP3153.185-464 20 HP PUMP to replace failed 1 of 2 pumps at the SEDGEFIELD SUBDIVISION in Fairhope for the Sewer Department**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The **Sewer Department**, is requesting through Jay Whitman, Supervisor, the procurement of one **FLYGT Model NP3153.185-464 20 HP PUMP** from Jim House and Associates, Inc for a not-to-exceed amount of **FIFTEEN THOUSAND NINE HUNDRED DOLLARS AND THIRTY-TWO DOLLARS (\$15,932.00)**.

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.

NOTES: See Attached Vendor QUOTE printout for details.

Delivery will be immediately.

Please compose a greensheet for this request to approve this procurement for the SEWER Department of ONE (1) FLYGT Model NP3153.185-464 20 HP PUMP from Jim House and Associates, Inc.

Cc: file, J Whitman, C Steadham

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

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

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 #
SFDGEFIELD	7/25/2019	11265
FREIGHT	ALLOWED	

Quote Description	Qty	COST	Total
Flygt model NP3153 185-464 driven by a 20hp motor suitable for operation on 230/3/60 service. The pump will have a hard iron impeller/insert ring, seal leakage sensor and 50' of electrical cable.	1	15,932.00	15,932.00

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: _____

Total:	\$15,932.00
---------------	--------------------



James C. Randall
Director North American
Distributors Xylem, Inc.

14125 South Bridge Circle

Charlotte, NC 28273
Phone: (321) 231-8598
jim.randall@xyleminc.com

Subject: Flygt Products – Sales & Service

July 30, 2019

To: *City of Fairhope,*

Please be advised that Jim House & Associates, Inc. is an exclusive distributor for Flygt Products, which includes MultiTrode Controllers and associated products and is an authorized service repair and warranty center in the State of Alabama and the Florida Panhandle. Jim House & Associates, as the authorized distributor for Flygt products has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Flygt brand.

Thank you for your interest in Flygt & MultiTrode products. Please feel free to contact me if you have any questions regarding distribution of Flygt products or any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Randall".



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 0006082-00 FY 2019

Acct No:
004 -000-000-16055 -
Review:
Buyer: clint
Status: Released

Page 1

Vendor
JIM HOUSE & ASSOCIATES INC
PO BOX 101957

IRONDALE, AL 35210

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Delivery Reference
Tom Jones/Jay Whitman

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/19	000615				Sewer Department
LN	Description / Account	Qty	Unit Price	Net Price	
001	Flygt Model NP3153.185-464 20Hp 230/3/60 50' Cable See Quote	1.00 EACH	15932.00000	15932.00	
1	004 -000-000-16055 -			15932.00	
<u>Requisition Link</u>					
Requisition Total				15932.00	
***** General Ledger Summary Section *****					
Account			Amount	Remaining Budget	
004 -000-000-16055 -			15932.00		
Water Fund					
***** Approval/Conversion Info *****					
Activity	Date	Clerk	Comment		
Approved	07/31/19	Jay Whitman			
Queued	07/31/19	Jill Cabaniss			

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 approve the Remodeling of Offices for the Public Works Staff in the Maintenance Barn at City Services and Utilities Site as a Force Account Public Works Project (PW009-19) with a total not-to-exceed cost of \$60,000.00.

Adopted on this 12th day of August, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/4/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Remodeling of offices for Public Works staff in the Maintenance Barn at the City Services and Utilities site.

Project Location: Public Works Maintenance Barn

Presented to City Council: 8/12/2019

Funding Request Sponsor: Richard Johnson, Public Works Director
Lance Cabaniss, Building Maintenance Supervisor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 60,000.00 (Not to exceed)

Vendor: n/a

Project Engineer: n/a

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

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	Bldg-13	Police-15	Fire-20	ECD-24	Rec-25	Civic-26	Street-35
Fac Maint-45	XX Golf-50	Golf Grounds-55			Debt Service-85		Sanitation-40

Project will be: _____ Funding Source: _____

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001450-50470,002-16030, 003-16030,004-16030
G/L Acct Name: Vehicles & Equipment

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

Project Budgeted: \$60,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$0.00

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

Capital Lease: _____ Payment _____ Term _____

Comments: **Public Works Maintenance Barn for the retrofitting and remodeling for Office/Restroom/Meeting Space for Public Works Supervisors. This will be a force Account Public Works Project - meaning we will oversee all elements of the project and self-perform most of the work. City forces will perform the framing, doors, electrical, plumbing, HVAC, IT wiring, painting and will outsource via competitive quotes the sheetrock, flooring, ceiling and other trades we cannot efficiently self-perform.**

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>7/23/2019</u>	Purchasing Memo Date: <u>7/23/2019</u>	Delivered To Date: <u>8/5/2019</u>
Request Approved Date: <u>8/5/2019</u>	Request Approved Date: <u>8/5/2019</u>	Approved Date: <u>8/5/19</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss</u> Jill Cabaniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson




MEMO

Karin Wilson
Mayor

Date: July 23, 2019

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

To: Kim Creech
From: 
Delores A Brandt, Purchasing Manager

Lisa A. Hanks, MMC
City Clerk

Re: **Greensheet / Council approval for budgeted expenditures in excess of \$10,000.00 for remodeling of offices for Public Works staff in the Maintenance Barn at the City Services and Utilities site. This is a FY2019 budgeted item over \$10,000 and requires Council Approval for a total project cost not-to-exceed \$60,000.**

Kim Creech
Treasurer

Lance Cabaniss, Building Maintenance, and Richard Johnson, Public Works Director, have requested budgeted funding to remodel and retrofit six (6) new offices, restroom, and meeting space for six (6) Public Works Supervisors.

This will be a *Force Account Public Works Project* - (Project No. PW009-19) meaning we will oversee all elements of the project and self-perform most of the work. City forces will perform the framing, doors, electrical, plumbing, HVAC, IT Wiring Runs, Painting, and will outsource via competitive quotes the sheetrock (hanging & finishing), flooring, ceiling and other trades we cannot efficiently self-perform.

Please compose a greensheet and present to Council for approval for this request to approve this Public Works Force Account Capital Maintenance Project in excess of \$10,000 with a not-to-exceed amount of \$60,000.

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

Cc, file R Johnson, L Cabaniss


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

Karin Wilson
Mayor



Richard D. Johnson, PE
Public Works Director

Memorandum

From: Richard D. Johnson; PE 
To: Dee Dee Brandt, Purchasing Manager
CC: City Treasurer; Finance Director; PW Admin; File
Date: July 23, 2019
Subject: Retrofitting and Remodeling of PW Maintenance Barn for Office/
Restroom/Meeting Space for Public Works Supervisors

Dee Dee:

I am requesting a Resolution be placed on the Council Agenda for the August 12, 2019 meeting authorizing a Force Account Capital Maintenance Project expenditure in excess of \$10,000.00 for the budgeted improvements to the Public Work Maintenance Barn for the retrofitting and remodeling for Office/Restroom/Meeting Space for Public Works Supervisors. The budgeted amount for FY2019 is \$60,000.00 (see attached), we do not anticipate the cost to approach anywhere near the maximum.

Formerly, this facility housed the Public Works Assistant Director, Sanitation Supervisor, Horticulture Supervisor and Street Supervisor in a partially finished common room. This building also contained a breakroom used by inmates, share bathroom and an unfinished space used to store recycled cardboard. The Facility Maintenance Supervisor has been without an office since his employment in that position. This retrofitting and remodeling will derive six (6) defined offices (5 for the current managers and 1 for future needs). In addition, the bathroom will be brought up to code and the breakroom will be converted to office/meeting space.

This will be a Force Account Public Works Project - meaning we will oversee all elements of the project and self-perform most of the work. City forces will perform the framing, doors, electrical, plumbing, HVAC, IT Wiring Runs, Painting and will outsource via competitive quotes the sheetrock (hanging & finishing), flooring, ceiling and other trades we cannot efficiently self-perform.

The resolution should authorize the Public Works Force Account Capital Maintenance Project in excess of \$10,000.00 with a not-to-exceed amount of \$60,000.00. A Project Initiation Form is attached, and a Project Number is requested.

Yours assistance in this endeavor, as always, is greatly appreciated.

Yours, RDJ



CITY OF FAIRHOPE
PROJECT INITIATION FORM

Project Title: Retrofitting & Remodeling of PW Maint. Barn for Office/Restroom/Meeting Space

Department: Public Works Bid #: N/A Project #: (To Be Assigned by Purchasing Manager)

Engineer of Record: Richard D. Johnson, PE

Scope of Work (SOW) Attached? [X] Yes [] No - Prepared By: RDJ - See Memo

Construction Cost Estimate Attached? [X] Yes [] No - Prepared By: RDJ - See Memo
Capital Building Maintenance/Improvement

Construction Cost: \$ NTE \$60,000.00 Project Type: [] GDBP [] RRR [] UTILITY

Survey, Design & Letting Phase Fee%: 0 Construction (CE&I) Phase Fee%: 0
(Based on PSA Matrix) (Based on PSA Matrix)

Are special services required for this Project? [] Yes [X] No - If yes, detail below:

Table with 4 columns: Special Service Type, Cost Included in Design - Yes or No, Contracted through EOR - Yes or No, Probable Cost Estimate

Professional Design Fees Calculation:

Survey, Engineering, Design and Letting: \$ 0.00

Construction (CE&I): \$ 0.00

Special Services (Total): \$ 0.00

Total of All Professional Service Fees: \$ 0.00

Estimate of Total Project Cost (Professional + Construction): \$ NTE \$60,000.00

Submitted/Approved By:

Richard D. Johnson, PE
Digitally signed by Richard D. Johnson, PE
Date: 2019.07.23 11:12:41 -05'00'
Director

Delores A Brandt
Digitally signed by Delores A Brandt
Date: 2019.07.23 12:47:48 -05'00'
Purchasing Manager