

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

**THURSDAY, 12 MARCH 2020 – 4:30 P.M. – COUNCIL CHAMBER**

1. Golf Course Presentation – Lynn Maser, Pat White, Jeff Marks, and Jeff Williams
2. Fairhope Docks (Marina) Presentation – Lynn Maser
3. Discussion of Contracting with a Company to take after hours calls for the Utilities and Public Works – Michael Allison
4. Discussion of Coronavirus and City Events – Mayor Wilson
5. Committee Updates
6. Department Head Updates

**Next Regular Meeting – Monday, March 23, 2020 - Same Time and Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**THURSDAY, 12 MARCH 2020 – 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 27 February 2020 Regular City Council Meeting, minutes of 27 February 2020 Work Session, and minutes of 27 February 2020 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance – Annexation – City of Fairhope property located at the intersection of County Road 13 and County Road 32, Fairhope, Alabama. Contains 113.83 acres more or less. Tax Parcel 46-08-33-0-000-009.000 .
6. Resolution – That the City Council supports House Bill 209 to permit a pet dog in an outdoor dining area of a food establishment under certain conditions; and hereby lobbies the Alabama State Legislature to adopt its passage. The City Council directs the City Clerk to forward copies of this enacted resolution to the Fairhope’s state legislative delegation and the League of Municipalities.
7. Resolution – That the City Council hereby approves and amends the Rules and Regulations for Fairhope Docks by adding the following to the end of Number 13: “Owner’s boat must be maintained in a clean and tidy manner. Storage of supplies or personal items shall not be permitted on the decks.”
8. Resolution – To Award Bid for Lift Station Odor Control Chemicals for the Sewer Department (Bid No. 020-20) to LL Associates, LLC d/b/a ChemStation Gulf Coast with an estimated annual cost of \$224,475.00 (5.70 per metered gallon).
9. Resolution – That the City of Fairhope approves the procurement of an Underground Fault Detector (Easy Thump EZT12V2-15T1HMWK) for the Electric Department from Megger, Inc., sole source for Megger EZThump CFL Units, with a total cost of \$18,211.50 which includes warranty, certificate of calibration, and additional clamps.
10. Resolution – That the City of Fairhope has voted to procure a D10x15 83 Navigator Boring Machine (\$137,111.00) and Felling FT-141 Drop Deck, Drill Series [E] Trailer (\$9,576.68) for all Utilities; and the equipment is available for direct procurement through the Sourcewell Public Utility Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$146,687.68.
11. Resolution – That the City of Fairhope has voted to purchase a 2020 Ford F250 Crew Cab 4x2 Pickup Service Truck for the Wastewater Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list; and therefore does not have to be let out for bid; and the total cost is \$27,101.00.

12. Resolution – That the City of Fairhope has voted to purchase Two (2) 2020 Ford F250 Super Cab 4x2 Pickup Service Truck for the Water Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list; and therefore does not have to be let out for bid; and the cost is \$27,101.00 each for total cost of \$54,202.00.
13. Resolution – That the City of Fairhope has voted to procure services for Labor to complete renovations to the Clubhouse at Quail Creek Golf Course by Seale Quality Construction and Renovations in the amount of \$9,500.00 plus the City supplying paint and supplies in the amount of \$2,526.16 for a total project cost of \$12,026.16.
14. Resolution – That the City of Fairhope hereby approves the payment for the Installation of Odor Control Unit for Twin Beech Area for the Wastewater Department to Ballcon, Inc. in the amount of \$6,144.00 which is an unbudgeted expense.
15. Resolution – That the City Council opposes the current form of HB203 and opposes the introduction of any further bills to create Landmark Districts within Baldwin County until the aforementioned issues in this resolution are agreed upon and worked out to the mutual satisfaction of all affected parties; and requests that this resolution be provided to each member of the Baldwin County legislative delegation and to other interested members of the Alabama legislature.
16. Public Participation – (3 minutes maximum)
17. Adjourn

**City Council Work Session - 4:30 p.m.  
on Thursday, March 12, 2020 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Thursday, March 12, 2020 – Council Chambers**

**Next Regular Meeting – Monday, March 23, 2020 - Same Time and Place**

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 27 February 2020.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:10 p.m. The invocation was given by Reverend Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 20: a resolution to award Bid No. (012-20) for 70 Electric Golf Carts 2020 for a 48 Month Lease for the Golf Course (Option 2, Alternate 3) to Yamaha Golf Cart Company with a total bid proposal of \$217,862.40 (\$54,465.60 per year).

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

Councilmember Conyers moved to approve minutes of the 10 February 2020, regular meeting; minutes of the 10 February 2020, work session; and minutes of the 10 February 2020, agenda meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Just returned from Montgomery to speak against two bills that are being considered by our State Legislature: one relates to our Police and Extraterritorial Jurisdiction and the other one relates to the “Barnwell Landmark District” which is 44 square miles. Both would affect the City of Fairhope.
- 2) 2020 Volunteer Fair scheduled for March 5, 2020 at the James P. Nix Center from 1:00 p.m. to 3:00 p.m.
- 3) March 7, 2020 will be the City Team Scramble at Quail Creek Golf Course.
- 4) 68th Annual Fairhope Arts and Crafts Festival will be March 20, 2020 through March 22, 2020; and
- 5) Parking Garage and Transit Hub Project should begin after the Arts and Crafts Festival. This will be called “Arts Alley” which was named by our citizens.

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Councilmember Robinson thanked the Police Department, Fairhope Volunteer Fire Department, and Public Works on a successful Mardi Gras.

Councilmember Conyers reiterated what Councilmember Robinson stated, and also thanked the three riding Mardi Gras organizations.

Councilmember Brown congratulated the Fairhope Basketball Team for making it to the Final Four. He too thanked everyone for a great Mardi Gras.

Council President Burrell thanked Mayor Wilson for fighting those two bills mentioned in her comments.

Planning and Zoning Manager Hunter Simmons addressed the City Council and briefly explained the amendments. He also explained the options to revise Paragraph 8: Failure to begin construction. Mr. Hunter said he preferred Option 2 and two years is being generous.

Councilmember Conyers moved to amend Agenda Item Number 5 by deleting the original wording in Paragraph 8: "Failure to begin construction;" and adding the wording from Option 2 as follows: A building permit for new building(s) intended for residential or business occupancy and/or final plat approval of the approved development must be obtained within two years from the date of the approval of the master development plan by the City Council. Any approved changes in the plan shall not extend the time at which said two-year period begins to run. Failure to begin the development of the PUD within said two-year period shall automatically void the master development plan, and the zoning classification shall become RA – Residential/Agriculture District, and all standards applicable to such classification shall immediately become applicable to the entirety of the property within the PUD. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers moved for final adoption of Ordinance No. 1676, an ordinance to amend Zoning Ordinance No. 1253 by the following Zoning Ordinance Amendments; and by deleting the original wording in Paragraph 8: "Failure to begin construction;" and adding the wording from Option 2 as stated above:

- Article II, Section A.3. Director of Planning and Building be amended to read Director of Planning.
- Article III, Section C.1., Table 3-2: Dimension Table – Lot Coverage and Driveways.
- Article III, Section C.2., Table 3-3: Dimension Table – Residential Accessory Structures.
- Article IV, Section B.5. Fencing be amended to read as "Fencing and/or Walls."

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- Article V, Section A. PUD – Planned Unit Development be amended for Intent, Size, Permitted Uses, Ordinance and Master Development Plan Required, Conditions Related to Approval, Building Permit Compliance, PUD Amendments; and Failure to begin Construction within one year.
- Article VII, Section B. Non-conforming Structures.

(Introduced at the February 10, 2020 City Council Meeting) Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, and Brown. NAY - None.

Councilmember Conyers introduced in writing Ordinance No. 1677, an ordinance to amend Ordinance No. 1660 by adding the Fairhope Standard for Interconnecting Customer-Owned Small Renewable Generation with Electric Power Systems (EPS). Operations Director Michael Allison addressed the City Council and explained the ordinance and the need for same. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Robinson, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, and Brown. NAY - None. Councilmember Conyers then moved for final adoption of Ordinance No. 1677. Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, and Brown. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Mayor or President of the Council is hereby authorized and directed to provide notice to the AMEA of intention to participate in the SRG-2011 Rider and to sign the Agent Amendment in the name and on behalf of the Council, and the City Clerk is hereby authorized to affix thereto the official seal of the Council and to attest the same; and is hereby authorized and directed to acknowledge execution of the said notice and of the Agent Agreement in the form prescribed therein and to deliver the same to the AMEA. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

#### **RESOLUTION NO. 3650-20**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FAIRHOPE (the “Council”) as follows:

1. A copy of the Small Renewable Behind-the Meter Generation Rider SRG-2011 Effective December 1, 2011 (the “SRG-2011 Rider”), and the AGREEMENT APPOINTING AGENT FOR PURCHASE OF EXCESS ELECTRIC ENERGY PRODUCED BY CUSTOMER-OWNED SMALL RENEWABLE GENERATION (the “Agent Agreement”) between the Council and Alabama Municipal Electric Authority (the “Authority”) considered by the members of the Council is hereby ordered inserted in the minutes of the meeting at which the Agent Agreement was considered and this Resolution is adopted at the end thereof.

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2. The Council does hereby find and determine that it is in the best interest of the Council to provide notice to the Authority to participate in the SRG-2011 Rider and enter into the Agent Agreement with the Authority.

3. The Council does hereby adopt and approve participation in the SRG-2011 Rider and the Agent Agreement.

4. The Mayor or President of the Council is hereby authorized and directed to provide notice to the Authority of intention to participate in the SRG-2011 Rider and to sign the Agent Amendment in the name and on behalf of the Council, and the City Clerk is hereby authorized and directed to affix thereto the official seal of the Council and to attest the same. The City Clerk is hereby authorized and directed to acknowledge execution of the said notice and of the Agent Agreement in the form prescribed therein and to deliver the same to the Authority.

5. The officers of the Council and each of them are hereby authorized and directed to take all action necessary or desirable to carry out the provisions of this Resolution and of the Agent Agreement.

6. The provisions of this Resolution shall take effect immediately upon its adoption.

ADOPTED by the City Council of the City of Fairhope, Alabama this 27th day of February, 2020.

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

(SEAL)

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council opposes SB57 and hereby lobbies the Alabama State Legislature to block its passage. The City Council directs the City Clerk to forward copies of this enacted resolution to the Fairhope's state legislative delegation and the League of Municipalities. The motion was seconded by Councilmember Robinson. City Clerk Lisa Hanks briefly explained the need for this resolution and the issues if adopted. After further discussion, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3651-20**

**A RESOLUTION OF THE CITY OF FAIRHOPE  
IN OPPOSITION TO SENATE BILL 57**

**WHEREAS**, there is currently a bill before the Alabama Legislature, specifically Senate Bill 57 (“SB57”) by Senator Cam Ward, written to repeal existing law regarding access to public records and replace with a new Alabama Public Records Act (the “Act”); and

**WHEREAS**, the proposed SB57 creates new layers of bureaucracy and regulation within the Alabama Department of Examiners of Public Accounts; and

**WHEREAS**, the proposed SB57 would impose specified pricing limits on printing or duplication fees for generating requested records on demand; and

**WHEREAS**, the proposed SB57 would create civil penalties on municipalities for failing to comply with the Act; and

**WHEREAS**, the City Council believes this proposed bill is unnecessary because the City of Fairhope already complies with reasonable public information requests under existing law.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, while in regular session on Thursday, February 27, 2020 at 6:00 p.m. that the City Council opposes SB57 and hereby lobbies the Alabama State Legislature to block its passage. The City Council directs the City Clerk to forward copies of this enacted resolution to the Fairhope’s state legislative delegation and the League of Municipalities.

ADOPTED AND APPROVED THIS THE 27TH OF FEBRUARY, 2020

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk



27 February 2020

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council supports the concept of a Baldwin County Recycling Cooperative; authorizes City Staff to work with Baldwin County and our sister communities to conduct a feasibility study, develop a business plan for an effective and productive county-wide recycling cooperative; report back its findings for possible future legislative action; and endorses that the key goal of a successful Baldwin County Recycling Cooperative is to operate at a cost equal or less than the current funding levels expended by the City. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3652-20**

**SUPPORT AND COMMITMENT FOR A BALDWIN COUNTY  
RECYCLING COOPERATIVE**

**WHEREAS**, the City of Fairhope, through a dynamic Recycling Program, recognizes the importance of protecting and preserving our natural resources, and works to make the world a better place by adopting conscientious living habits that will improve our daily lives and bring about a cleaner, safer and healthier environment; and

**WHEREAS**, the City of Fairhope has undertaken many positive and successful waste reduction programs that have helped make Fairhope a recycling leader, however, we can further reduce waste and recycle even more; and

**WHEREAS**, although there has been a significant increase in the amount of recycling in Fairhope, we must continue to focus on other initiatives such as waste reduction, composting, the reuse of products and materials, and purchasing recycled products and packaging; and

**WHEREAS**, by encouraging businesses, County and State agencies, nonprofit organizations, schools, citizens and visitors to actively recycle we can further promote recycling as an environmentally efficient and economically smart way of life; and

**WHEREAS**, local community and county recycling leaders have come to the realization that we have advanced our individual recycling programs in our respective communities as far as possible as separate stand-alone franchises; and

**WHEREAS**, being reliant on third-party, out-of-state recycle processors/brokers/buyers has become costly, inefficient and unsustainable for the long-term success of each municipality and the County's respective Recycling Program; and

**WHEREAS**, local community and county recycling leaders have come together to join in a discussion of a concentrated cooperative effort to share resources to maximize the environmental and economic value of county-wide recycling; and

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**WHEREAS**, local community and county recycling leaders, working together, will need to conduct a feasibility study and develop a draft business plan for the possibility of forming a Baldwin County Recycling Cooperative; and

**WHEREAS**, the City of Fairhope desires to work with Baldwin County Solid Waste as the lead agency along with the cities and towns of Daphne, Foley, Bay Minette, Orange Beach, Gulf Shores, Robertsdale, Loxley, Magnolia Springs, Perdido Beach and Spanish Fort to expedite the critical need to maximize our recycling efficiency and commodity value through a cooperative effort.

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that:

1. It supports the concept of a Baldwin County Recycling Cooperative.
2. Authorizes City Staff to work with Baldwin County and our sister communities to conduct a feasibility study, develop a business plan for an effective and productive county-wide recycling cooperative.
3. Report back its findings for possible future legislative action.
4. Endorses that the key goal of a successful Baldwin County Recycling Cooperative is to operate at a cost equal or less than the current funding levels expended by the City.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, THIS 27TH DAY OF FEBRUARY, 2020.

Name: \_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid No. (016-20) for Sludge Removal Services for the Wastewater Treatment Plant to Green South Solutions, LLC with a total bid proposal of \$85.00 per cubic yard (estimated annual cost is \$585,225.00 based on FY19). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3653-20**

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

[1] That the City of Fairhope did request, receive, and open bids for Sludge Removal Services for the Wastewater Treatment Plant (Bid Number 016-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

GreenSouth Solutions, LLC \$85.00/Cubic Yard

[3] After evaluating the bid proposals with the required bid specifications, Green South Solutions, LLC, with the total bid proposal of \$85.00 per cubic yard (estimated annual cost is \$585,225.00 based on FY2019), is now awarded the bid for Sludge Removal Services for the Wastewater Treatment Plant.

Adopted on this 27th day of February, 2020

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid No. (015-20) for Replacement of Well #8 for the Water Department to Griner Drilling Service, Inc., with the total bid proposal of \$83,214.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3654-20**

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

[1] That the City of Fairhope did request, receive, and open bids for Replacement of Well #8 for the Water Department (Bid Number 015-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the following bids were opened and tabulated as follows:  
Please see attached Bid Tabulation for  
Replacement of Well #8 for the Water Department

[3] After evaluating the bid proposals with the required bid specifications, Griner Drilling Service, Inc., with the total bid proposal of \$83,214.00, is now awarded the bid for Replacement of Well #8 for the Water Department.

Adopted on this 27th day of February, 2020

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

Attest:

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


City of Fairhope Tabulation  
BID 015-20 Consecutive Replacement of Wells 1 & 8  
Bid Opening: Tuesday, January 28, 2020, 9:00 a.m.

	Executed Bid Documents	Addenda (2)	Well 1 Price	Days for Completion	Well 8 Price	Days for Completion	TOTAL
Coast Water Well Service Inc				NO BID			
Dallas Drilling Corporation				NO BID			
Donald Smith Company				NO BID			
Griner Drilling Service, Inc	YES	YES	\$ 76,746.00	45	\$ 83,214.00	45	\$ 159,960.00
M & W Drilling LLC				NO BID			
Suez Water Advanced Solutions				NO BID			
Layne a Granite Company	YES	YES	\$ 82,435.00	90	\$ 89,260.00	90	\$ 171,695.00

RECOMMENDATION: Griner Drilling Service, Inc.

To the best of my knowledge this is an accurate bid tabulation.

  
\_\_\_\_\_  
Jay Whitman Date 01/27/2020  
Water Department Superintendent

  
\_\_\_\_\_  
Delores Brandt Date 01/27/2020  
Purchasing Manager

27 February 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure YUBIkeys for the IT Department; and the items are available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$12,299.25; and to procure the Multifactor Authentication through Duo Security with an annual cost of \$7,669.49 based on Code of Alabama 1975, Section 41-16-51(a)11 for a total unbudgeted cost of \$19,968.71. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 3655-20**

**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 YUBIkeys for the IT Department; and the items are available for direct procurement through the OMNIA Partners Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the OMNIA Partners' bid process. The cost will be \$12,299.25; and to procure the Multifactor Authentication through Duo Security with an annual cost of \$7,669.49 based on Code of Alabama 1975, Section 41-16-51(a)11:

*Purchases of Computer and Word Processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.*

[2] The total cost for the Dual or Multifactor Authentication Project for the IT Department is \$19,968.74 which is an unbudgeted expense.

Adopted on this 27th day of February, 2020

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

27 February 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure 72 Fisher Regulators for the Gas Department to be purchased from John H. Carter Co., Inc., an Impact Partner of Emerson Process Management Regulator Technologies, Inc., as Sole Source Provider in the State of Alabama; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated cost is \$22,320.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 3656-20**

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

[1] That the City of Fairhope approves the procurement of 72 Fisher Regulators for the Gas Department for inventory to be purchased from John H. Carter Co., Inc., an Impact Partner of Emerson Process Management Regulator Technologies, Inc., as Sole Source Provider in the State of Alabama; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated cost is \$22,320.00.

Adopted on this 27th day of February, 2020

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

Attest:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Eight (8) Replacement Shift Starting Blocks for the Fairhope Municipal Pool to be purchased from to be purchased from Kiefer Aquatics as Sole Source Provide in Alabama for Kiefer Starting Blocks and Racing Lane Lines; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b). The estimated unbudgeted cost is \$29,582.85. The total amount will be reimbursed by the Fairhope Area Swim Team for 6 Swim Starter Blocks; and by the Fairhope High School and The Fairhope Booster Club for 2 Swim Starter Blocks. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3657-20**

**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 Eight (8) Replacement Shift Starting Blocks for the Fairhope Municipal Pool to be purchased from Kiefer Aquatics as Sole Source Provide in Alabama for Kiefer Starting Blocks and Racing Lane Lines; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b). The estimated unbudgeted cost is \$29,582.85.

[2] That the total amount will be reimbursed from the Fairhope Area Swim Team for 6 Swim Starter Blocks; and from the Fairhope High School and The Fairhope Booster Club for 2 Swim Starter Blocks.

Adopted on this 27th day of February, 2020

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

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the Wellness Incentive Program for the City of Fairhope for employees who are on the City's Health Insurance as out lined in this resolution. The motion was seconded by Councilmember Conyers. City Treasurer Kim Creech briefly explained the Wellness Incentive Program and the need for same. After further discussion, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3658-20**

**WHEREAS**, the City of Fairhope is desirous of implementing a Wellness Incentive Program for employees who are on the City's Health Insurance; and

**WHEREAS**, the City Council would like to implement the following :

1. All employees who are on the City's Health Insurance will complete the biometric screening with an iHealthy Coach.
2. \$25.00 for any eligible employee who completes the following per quarter:
  - a. 2 Coaching Sessions with an iHealthy Coach.
3. Any eligible employee who earns 100 points within the quarter will be entered into a drawing for \$250.00 (Two \$250.00 Drawings each Quarter) by completing the following:
  - a. 2 Coaching Sessions with an iHealthy Coach are required
  - b. Quarterly wellness challenge – 50 points
  - c. Log 30 minutes of cardio/day – 1 point max per day -50 points max
  - d. Log 10,000 steps/day – 1 point max per day – 50 points max

**NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, hereby approves and adopts the Wellness Incentive Program for the City of Fairhope for employees who are on the City's Health Insurance as outlined in this resolution.

DULY ADOPTED THIS 27TH DAY OF FEBRUARY, 2020

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

Attest:

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

City Council reviewed an application for a Beer/Wine On/Off Premises License by William S. Hanes for General Provision, LLC d/b/a Provision, located at 100 N. Section Street, Fairhope, Alabama. Councilmember Brown moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.



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Councilmember Robinson moved to grant the request of the Recreation Board requesting that the City Council approve for a Topographic Survey be completed of Volanta Park. This was voted on at the February 11, 2020 Recreation Board Meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Council President Burrell asked Richard Johnson to work with Pat White to see if a previous survey had been done and could help with this one.

Councilmember Conyers moved to grant the request of the Fairhope Volunteer Fire Department requesting for the use of the Civic Center and parking lot for Cook Teams for its 4th Annual BBQ Cook-Off (Smoke 'em if you got 'em) Fundraiser to benefit the Fire Department on Saturday, March 28, 2020 from 6:00 a.m. to Sunday, March 29, 2020 at 12:00 a.m. Services needed will be Barricades, Electric Junction Boxes, Water, Trash and Recycling bins, Trash Truck, 2 Light Towers, Police Officers, and several of the City tail gate tents. Also, requesting permission to sell alcohol (beer): alcohol contingent upon ABC license and approval; and that all fees be waived for this event. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Robinson moved to grant the request of David Johnson with the Fairhope Rotary Club Foundation, requesting approval of Rotary Steak Cook-Off on May 8, 2020 for street closures: Bancroft Street between Fairhope Avenue and Morphy Avenue; and Johnson Avenue between Section Street and Bancroft Street; from 3:00 p.m. to midnight; use of City barricades; and approval to allow alcohol on City streets; alcohol contingent upon ABC license and approval. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Robinson moved to grant the request of Jiwon McCartney, Founder and CEO of Culinary Fight Club, requesting approval of its 2020 event "The Blended Burger Battle" on March 26, 2020, at Dragonfly Food Bar in Fairhope, AL, for use and access of De La Mare Avenue from Section Street to Church Street for contestants to line up and cook from 6:00 p.m. to 9:00 p.m. Dragonfly will handle alcohol beverage sales and consumption will be contained at the Restaurant. Culinary Fight Club seeks street access for set and breakdown from 2:00 p.m. to 11:00 p.m. or the maximum time the City will allow. 20 percent of the profits will go to the exclusive charity of choice Fight2Feed feeding mission in Alabama. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid No. (012-20) for 70 Electric Golf Carts 2020 for a 48 Month Lease for the Golf Course (Option 2, Alternate 3) to Yamaha Golf Cart Company with a total bid proposal of \$217,862.40 (\$54,465.60 per year). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

27 February 2020

**RESOLUTION NO. 3659-20**

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

[1] That the City of Fairhope did request, receive, and open bids for 70 Electric Golf Carts 2020 for a 48 Month Lease for the Golf Course (Option 2, Alternate 3) (Bid Number 012-20).

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

Please see attached Bid Tabulation for  
70 Electric Golf Carts 2020 for a 48 Month Lease  
for the Golf Course

[3] After evaluating the bid proposals with the required bid specifications, Yamaha Golf Cart Company, with a total bid proposal of \$217,862.40 (\$54,465.60 per year), is now awarded the bid for 70 Electric Golf Carts 2020 for a 48 Month Lease for the Golf Course (Option 2, Alternate 3).

Adopted on this 27th day of February, 2020

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

Attest:

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

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\*

\*

27 February 2020

CITY OF FAIRHOPE TAB AND RECOMMENDATION  
 Bid 012-20 Lease 70 Electric Golf Carts for 3 Years  
 BID OPENED: January 7, 2020 - 9:00 a.m.

		Yamaha	E-Z-Go Textron	Club Car, LLC			Yamaha	E-Z-Go Textron	Club Car, LLC
OPTION 1 ALTERNATE 1	36 month lease per car	NO BID	NON	NO BID	OPTION 2 ALTERNATE 1	36 month lease per car	\$ 75.85	NON	NO BID
	Total monthly payment		RESPONSIVE*			Total monthly payment	\$ 5,309.50	RESPONSIVE*	
	Interest Rate					Interest Rate	4.68%		
	Original end of term purchase option					Original end of term purchase option	\$ 2,550.00		
	Rental tax rate					Rental tax rate	N/A		
	Rental tax amount					Rental tax amount	N/A		
	<b>TOTAL 36 MONTH LEASE</b>					<b>TOTAL 36 MONTH LEASE</b>	<b>\$ 191,142.00</b>		
OPTION 1 ALTERNATE 2	42 month lease per car				OPTION 2 ALTERNATE 2	42 month lease per car	\$ 69.59		
	Total monthly payment					Total monthly payment	\$ 4,871.30		
	Interest Rate					Interest Rate	4.68%		
	Original end of term purchase option					Original end of term purchase option	\$ 2,400.00		
	Rental tax rate					Rental tax rate	N/A		
	Rental tax amount					Rental tax amount	N/A		
	<b>TOTAL 42 MONTH LEASE</b>					<b>TOTAL 42 MONTH LEASE</b>	<b>\$ 204,594.60</b>		
OPTION 1 ALTERNATE 3	48 month lease per car				OPTION 2 ALTERNATE 3	48 month lease per car	\$ 64.84		
	Total monthly payment					Total monthly payment	\$ 4,538.80		
	Interest Rate					Interest Rate	4.68%		
	Original end of term purchase option					Original end of term purchase option	\$ 2,250.00		
	Rental tax rate					Rental tax rate	N/A		
	Rental tax amount					Rental tax amount	N/A		
	<b>TOTAL 48 MONTH LEASE</b>					<b>TOTAL 48 MONTH LEASE</b>	<b>\$ 217,862.40</b>		
Alternate 4 Purchase Outright	NO BID		NO BID	Alternate 4 Purchase Outright	\$ 4,399.00		NO BID		
Make and Model	→	NO BID	NON RESPONSIVE*	Make and Model	2020 Yamaha Drive2 AC 48 Volt Fleet Car		NO BID		
ARO	→	NO BID		ARO	30-45 Days		NO BID		
Bid Documents Signed/Notarized	NO BID			Bid Documents Signed/Notarized	Yes		NO BID		

\* Bid Documents not returned Signed/Notarized

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

- 1) John Manelos, 104 White Avenue, addressed the City Council regarding HB209: Animals, dogs, allowing a pet dog in an outdoor dining area under certain conditions. He said the Alabama State Health Department stopped establishments from allowing dogs in outside areas. Mr. Manelos said he moved here in the fall of 2009; and noticed this was a dog and cat community. his bill will allow dogs in outside areas if the establishment decides to allow. Mr. Manelos requested the Council to reach out to Senator Elliott, Representative McMillan, and Representative Faust. He said it would be a great statement coming from Fairhope if the City Council would adopt a resolution in support. Council President Burrell asked City Clerk Hanks to prepare a resolution for the next meeting in support of HB209.

27 February 2020

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:05 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



Thursday, February 27, 2020

Page -2-

- Police Chief Stephanie Hollinghead, Community Affairs Director Jessica Walker, and Public Works Director Richard Johnson addressed the City Council regarding the Discussion of Safety and Barricades for Parades. Mr. Johnson commented this was a phenomenal parade season for us. We have areas to improve; and have challenges with barriers. Ms. Walker said we need to have a full barricaded route for the MMOR parade. Mr. Johnson stated we have 2.5 miles for the parade route which is 13,200 feet. He showed a new barricade for downtown entrances which could possibly be funded by a Homeland Security Grant with the Baldwin EMA applying for same. Mr. Johnson said the City would use and store, but if the Baldwin EMA needed to use these would be available. Please see Power Point Presentation attached that was shown.
- The Discussion of the Lease/Purchase of Golf Carts for Quail Creek Golf Course was presented by Golf Director Jeff Marks, Grounds Supervisor Jeff Williams, and Recreation Director Pat White. Mr. Marks addressed the City Council and said the batteries are four-years old; solenoids are bad, seats are ripping, aluminum fames bend easily, etc. He said the tow bars cannot be repaired; and explained the City could get this paid if cart rentals can be increased by \$2.00: from \$17.00 to \$19.00. The consensus of the City Council was to award the bid for 70 electric golf carts with a 48 month lease and add this item to the City Council agenda.
- Council President Burrell gave a brief update on the Fairhope Airport Authority. He stated he and Councilmember Boone were in Washington, D.C. at the Electric Cities Conference. Council President Burrell commented they met with Senator Shelby, Senator Jones' staff, Congressman Byrne's staff; and several other Congressmen and Congresswomen who could help with Fairhope utilities.
- Water and Sewer Superintendent Jay Whitman addressed the City Council regarding Agenda Items Number 10 and Number 11. He agreed with Council President Burrell that Well #8 was over by \$35,000.00.
- Recreation Director Pat White addressed the City Council regarding the Lightning Detection System For City Parks; and commented that John Saraceno brought this to his attention. He said there is no early notification; and this would be for all City parks with a Pod at each site each having a 700 yard radius. Mr. White said he could have the representative of the system to come to Fairhope to explain how it works. The consensus of the City Council was to hear more about this system.

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



# 2020 Mardi Gras Parades

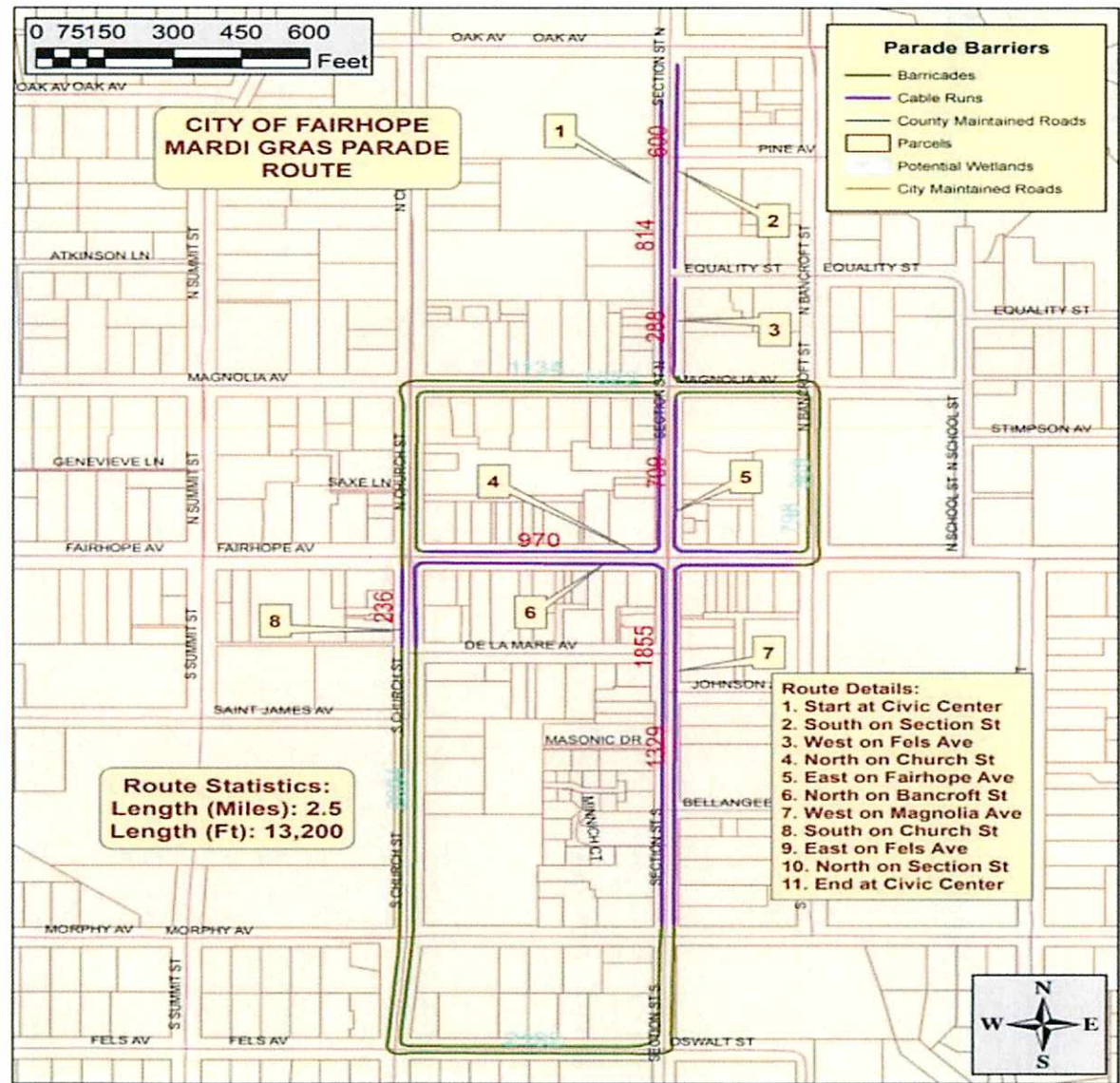
Public Safety & Public Works

Challenge: Maintaining a safe and secure event by keeping the visiting public separate from the active parade route.

***Barrier: a fence or other obstacle that prevents movement or access.***



# Fairhope's Parade Route Perimeter





# Fairhope Mardi Gras 2020 By The Numbers

Mystic Mutts of Revelry	20,000
Knights of <u>Ecor Rouge</u>	60,000
Maids of Jubilee	40,000
Order of Mystic Magnolias	30,000



## Parade Route Statistics

- Route Length  
(Including Switchbacks) = 13,200 Ft = 2.5 Miles
- Barrier Perimeter (Total) = 14,940 Ft = 2.83 Miles
  - Protected by single-line cable: 6,801 Ft = 1.29 Miles
  - Protected by steel barricade: 8,138 Ft = 1.54 Miles  
(Note: Barricades set with gaps every 24-32 Feet)
  - City owns 840 Barricades w/Trailers = 6,720 Feet



## Objectives

1. Separate pedestrians from floats and vehicular traffic
2. Elimination of the single cable barrier
3. Fully enclosed parade route employing interlocked steel barricades
4. Designated crossing locations manned by Public Works Personnel while parades are in operation
5. Minimize impacts to businesses and residents along parade route due to the introduction and use of the interlocked barricades
6. Establishment of vehicle mitigation barriers at all major approaches to the downtown event/parade area







## Vehicle Mitigation Barriers

## Needed Equipment to Achieve Objectives

- New 8-Foot Steel Barricades:  
1,054 = 8,432 Ft = 1.6 Miles
- New Barricade Trailers (120 Capacity): 9
- New Vehicle Mitigation Barriers: 12

## Cost to Achieve Objectives

• Steel Barricades (\$110/each) =	\$115,940
• Trailers (\$7,500/each) =	\$ 67,500
• Vehicle Mitigation Barriers (\$3,500/each) =	\$ 42,000
Total Cost =	\$225,440



FUNDING OPPORTUNITIES  
COULD BE AVAILABLE

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 Thursday, 27 February 2020.

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

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

WHEREAS, CITY OF FAIRHOPE, the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at the intersection of County Road 13 and County Road 32, Fairhope, Alabama.

**LEGAL DESCRIPTION:**

**TAX PARCEL 46-08-33-0-000-009.000**

Commence at the SE corner of Section 33, Township 6 South, Range 2 East and proceed N 89°52'45" W a distance of 1332.95 feet; thence N 00°15'31" E 39.1 feet to a concrete monument on the North right-of-way of Baldwin County Road 32; thence along said North right of way N 89°57'25" E a distance of 65.14 feet to a capped #5 rebar and Point of Beginning of the parcel here intended to be described; thence leaving said North right of way N 17°46'48" E a distance of 787.65 feet to a #4 Weygand rebar; thence N 80°28'33" W a distance of 306.88 feet to a #4 Weygand rebar; then N 00°12'54" E a distance of 3184.61 feet to a capped #4 rebar; thence S 89°46'04" E a distance of 1293.82 feet to a capped #4 rebar on the West right of way of Baldwin County Road 13; thence along said West right of way S 00°27'33" W a distance of 2522.23 feet to a #4 Weygand rebar; thence continue along said West right of way S 03°02'00" W a distance of 22.25 feet to a #4 Weygand rebar; thence continue along said West right of way thence S 00°10'15" W a distance of 1200.04 feet to a #5 rebar; thence S 45°09'29" W a distance of 70.73 feet to a #4 Weygand rebar on the North right of way of Baldwin County Road 32; thence along said North right of way N 89°51'17" W a distance of 580.04 feet to a capped R&G Engineers #5 rebar; thence continue along said North right of way S 44°48'07" W a distance of 14.11 feet to a capped R&G Engineers #5 rebar; thence continue along said North right of way N 89°57'25" W a distance of 569.09 feet to the Point of Beginning, having an area of 113.83 acres, more or less.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Right of Way Deed for Public Road to Baldwin County as recorded in Deed Book 168, Page 459 and Instrument Number 723600.
2. Right of way easement from Otto P. Randell and Sophia M. Randell to Baldwin County Electric Membership Corporation dated February 2, 1940 and recorded May 7, 2014 in Instrument No. 1455327.
3. Reservation of one-half (1/2) interest in all minerals, oil, and gas, and all rights in connection therewith by Magnolia Springs Land Company as recorded in Deed Book 75, Page 231.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

ADOPTED THIS 12TH DAY OF MARCH, 2020

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

ATTEST:

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





CITY OF FAIRHOPE  
P.O. DRAWER 429  
FAIRHOPE, AL 36533  
251/928-2136

**PETITION FOR ANNEXATION**

STATE OF ALABAMA                    )  
COUNTY OF BALDWIN                )

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

- This petition is for R-1 Zoning**
- The condition of the Petition is that zoning be established as \_\_\_\_\_ Concurrent with Annexation.** (Zoning Request)

Is this property colony property \_\_\_\_ Yes  No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

\_\_\_\_\_  
Signature of Petitioner

Karin Wilson, Mayor  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

Physical Address of property being annexed: \_\_\_\_\_

Petitioner's Current Physical Address:  
161 North Section Street  
Fairhope, AL 36532

Petitioner's Current Mailing Address:  
P. O. Drawer 429  
Fairhope, AL 36533

Telephone Number(s): \_\_\_\_\_ 251-928-2136  
Home Work

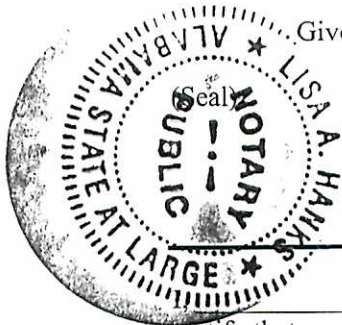
County Tax Parcel Number: 46-08-33-0-000-009.000



**U.S JUSTICE DEPARTMENT INFORMATION**

- Size of property (acres or square feet) 113.83 acres, more or less
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race N/A
- If property is unoccupied, give proposed use \_\_\_\_\_
- If property is being developed as a subdivision, give subdivision name \_\_\_\_\_
  
- Number of lots within proposed subdivision N/A

I, Lisa A. Hanks a Notary Public in and for said State and County, hereby certify that Karin Wilson whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.



Given under my Hand and Seal this 21<sup>st</sup> day of February, 2020,

Lisa A. Hanks  
Notary Public

My commission expires 8/21/2022

\_\_\_\_\_  
a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

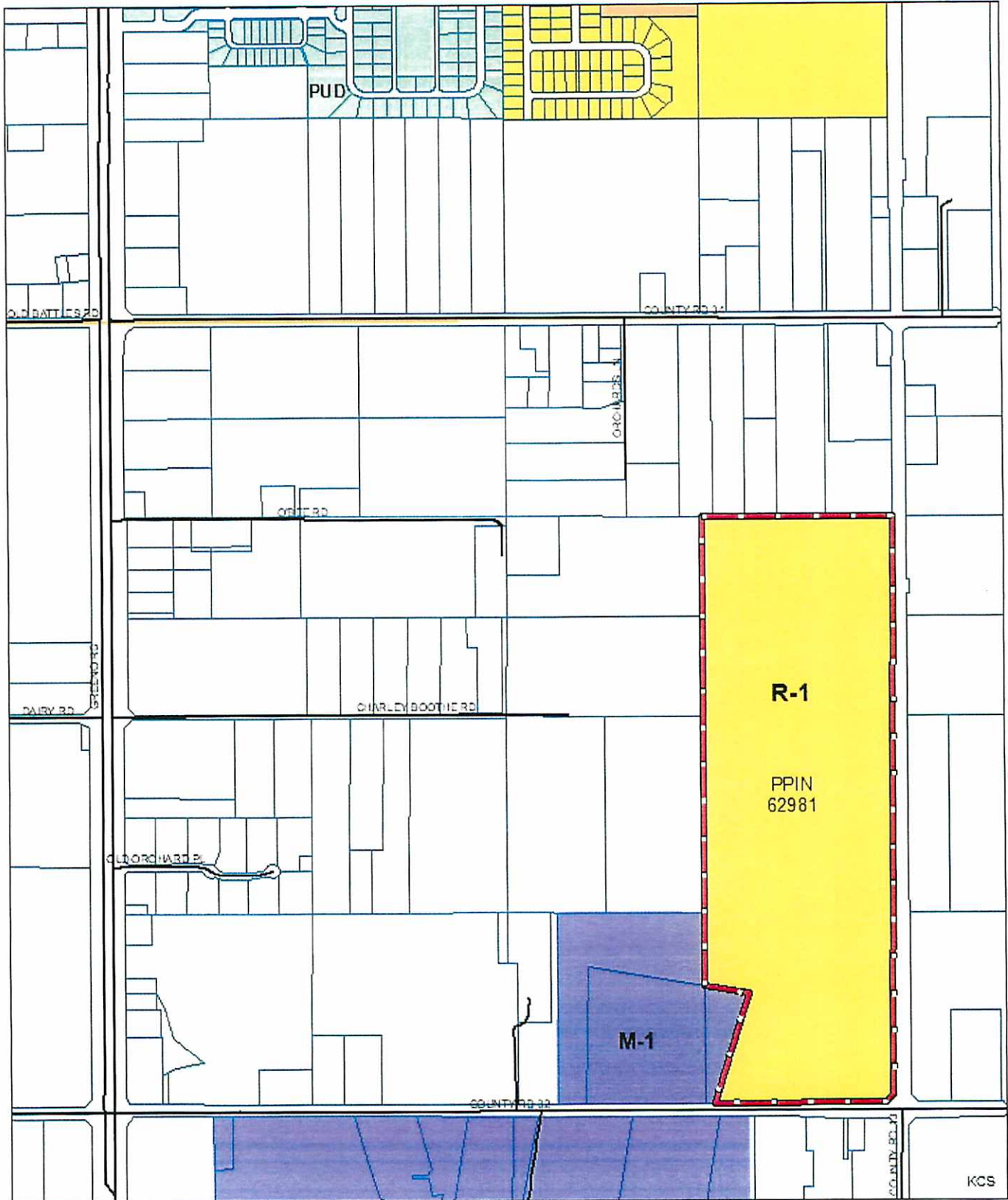
Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

# Recreation Field, City of Fairhope



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

**A RESOLUTION OF THE CITY OF FAIRHOPE  
SUPPORTING HOUSE BILL 209 (HB209)**

**WHEREAS**, there is currently a bill before the Alabama Legislature, specifically House Bill 209 (“HB209”) by Representatives McMillan and Brown, written to permit a pet dog in an outdoor dining area of a food establishment under certain conditions; and

**WHEREAS**, the City of Fairhope is known for being a “Dog and Cat Community” and is desirous to support the proposed HB209; and

**WHEREAS**, the City Council believes this proposed bill is necessary for the City of Fairhope to remain a pet friendly community and each establishment has the option to elect to allow pet dogs in its outdoor dining area under the specified conditions.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, while in regular session on Thursday, March 13, 2020 at 6:00 p.m. that the City Council supports House Bill 209 and hereby lobbies the Alabama State Legislature to adopt its passage. The City Council directs the City Clerk to forward copies of this enacted resolution to the Fairhope’s state legislative delegation and the League of Municipalities.

ADOPTED AND APPROVED THIS THE 12TH OF MARCH, 2020

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

Attest:

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

1 HB209  
2 197877-2  
3 By Representatives McMillan and Brown (C)  
4 RFD: County and Municipal Government  
5 First Read: 11-FEB-20

2  
3  
4  
5  
6  
7  
8 SYNOPSIS: This bill would permit a pet dog in an  
9 outdoor dining area of a food service establishment  
10 under certain conditions.  
11

12 A BILL  
13 TO BE ENTITLED  
14 AN ACT  
15

16 Relating to pet dogs; to permit a pet dog in an  
17 outdoor dining area of a food service establishment under  
18 certain conditions.

19 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

20 Section 1. (a) A pet dog that is under the control  
21 of a person shall be permitted in an outdoor dining area of a  
22 food service establishment if all of the following conditions  
23 are met:

24 (1) The owner of the food service establishment  
25 elects to allow pet dogs in its outdoor dining area. To  
26 evidence this election, the owner of the food service facility

1 shall file for a waiver with the State Health Department  
2 stating they will adhere to the prescribed rules.

3 (2) A separate outdoor entrance is present where the  
4 pet dog can enter without going through the food service  
5 establishment to reach the outdoor dining area.

6 (3) A pet dog is not allowed on the chairs, benches,  
7 seats, or other fixtures in the outdoor dining area of the  
8 food service establishment.

9 (4) The outdoor dining area is not used for food  
10 preparation or the storage of utensils.

11 (5) The designated outdoor dining area where pet  
12 dogs are allowed is at least 12 feet away from any bar or area  
13 where beverages are prepared.

14 (6) A food service establishment employee refills  
15 beverages from a pitcher or other container at the table in  
16 the outdoor dining area where pet dogs are allowed.

17 (7) The outdoor dining area is well maintained, kept  
18 clean, and all surfaces that have been contaminated by pet dog  
19 excrement or other pet dog bodily fluids are properly cleaned  
20 and sanitized.

21 (8) The pet dog is kept on a leash or confined in a  
22 pet carrier at all times and is kept under the control of the  
23 person possessing the pet dog.

24 (9) The food service establishment ensures it is in  
25 compliance with all local ordinances related to sidewalks,  
26 public nuisances, and sanitation.

1 (b) (1) A food service establishment employee is  
2 prohibited from having direct contact with a pet dog in the  
3 outdoor dining area while on duty.

4 (2) A food service establishment employee who  
5 violates subdivision (1) shall wash his or her hands as  
6 required by food safety regulations.

7 (c) The owner of a pet dog is liable for any damages  
8 to the property of the food service establishment by the pet  
9 dog.

10 (d) All live animals are prohibited from being  
11 inside a food service establishment, except as provided by the  
12 applicable regulations of the federal Food and Drug  
13 Administration, and except as follows:

14 (1) Service dogs or service miniature horses which  
15 are individually trained to provide assistance to an  
16 individual with a disability.

17 (2) Dogs under the control of a uniformed law  
18 enforcement officer acting within the course and scope of his  
19 or her duties.

20 (e) Emotional support animals are not service dogs  
21 within the meaning of the Americans with Disabilities Act and  
22 are therefore expressly prohibited from being inside a food  
23 service establishment.

24 Section 2. This act shall become effective on the  
25 first day of the third month following its passage and  
26 approval by the Governor, or its otherwise becoming law.



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and amends the Rules and Regulations for the “Fairhope Docks” as follows for paragraph 13:

13. Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place thereon any lockers, chests, cabinets, or similar structures, except with written approval from Marina. Painting, scraping or repairing of gear of the boat shall not be permitted on the walkways, docks or finger piers. The extent of repairs and maintenance which shall be permitted shall be at the sole discretion of the Marina. **Owner’s boat must be maintained in a clean and tidy manner. Storage of supplies or personal items shall not be permitted on the decks.**

ADOPTED ON THIS 12TH DAY OF MARCH, 2020

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

Attest:

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



## FAIRHOPE DOCKS RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for Owners docking at Fairhope Docks, the following rules and regulations are provided for your protection and constitute a part of and are deemed incorporated into the License and Lease Agreement for Dockage Space. Your compliance with the following rules and regulations will be appreciated.

1. When a boat enters the marina, the Owner, crew and guests must comply with the all the rules and regulations set out herein, and as amended by the Marina, from time to time.
2. Only boats in good condition, and under their own power, shall be admitted to berthing areas. In the event of an emergency during Owner's absence, e.g., breakdown of the bilge pump, leak, bad lines, etc., the Marina is authorized to make necessary repairs as economically as possible which will be charged to the Owner. Owner acknowledges and agrees that Marina is not obligated to make such emergency repairs.
3. No part of a boat moored in a marina slip may extend over any part of the marina's docks. Boats moored bow first must be secured in such a way as to prevent bow pulpit from protruding or hanging over walkways.
4. All pets must be registered with the marina office. All pets must be on a leash and controlled when moving through the common areas of the property and docks. All pets must be taken off the property for exercise and relief. Owners are expected to immediately clean up an accidental mess on the docks and property created by their pets. At the sole discretion of Management, any pet deemed to be a nuisance will be banned from the marina.
5. Boats leaving for an extended cruise will so notify the Marina Manager's office. The Marina reserves the right to rent all docks when vacant; however, transients will move for seasonal contracts or advance reservations.
6. The Rules of the Road and the Navigation Laws of the United States apply to all vessels entering or leaving the Marina.
7. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or other receptacles supplied for that purpose. Owner shall notify Marina of anything that will not fit in these cans and Marina shall dispose of same. No person shall discharge oil, fuel, spirits, flammable substances or oily bilges into or near the Marina. Charcoal or gas fires will not be permitted on the docks.
8. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, stereo equipment and television sets, so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sander, etc.) outside the boat is prohibited. All boats must have underwater exhaust in operation.
9. The Marina shall retain no fewer than ten (10) slips for commercial fishing vessels; however, if there are not ten (10) slips in use, the empty slips may be used as deemed in the best interests of the Marina including but not limited to leasing to transients.
  - a. DEFINITION OF A COMMERCIAL FISHING VESSEL:
    - i. A commercial fishing vessel is defined as a vessel designed for the sole purpose of harvesting fish, shrimp or crabs. Recreational fishing vessels do not meet this definition.
    - ii. There is a one (1) year minimum license and lease required.
    - iii. Slip license/lease rates shall be reviewed annually and set from year to year.
    - iv. Owner must possess a commercial fishing license AND a City of Fairhope Business License – no exceptions – to be eligible for commercial fisherman status.
    - v. A copy of both the commercial fishing license and the City of Fairhope Business License shall be kept in the Marina Office and be updated annually.
    - vi. No refunds will be given except as described below.
  - b. The license and lease term for a commercial fishing vessel shall be for one year commencing on August 15<sup>th</sup>, payable in one lump sum in advance. License and lease for the remainder of the year is likewise payable in full and in advance on a prorated basis.
    - i. If slip is vacated, the City will, upon receipt of license and lease payment from new lessee, reimburse lessee unused slip payment on a prorated basis, less 10%.
    - ii. If the annual payment is not paid within 30 days of its due date, lessee shall be in default and interest at the rate of 3% per month compounded shall be charged until the account is made current.
    - iii. All costs of collection, including attorney's fees, shall be paid by lessee.

- c. If lessee breaches any provision of the LICENSE AND LEASE AGREEMENT FOR DOCKAGE SPACE, the slip LICENSE AND LEASE AGREEMENT FOR COMMERCIAL FISHING VESSELS shall be deemed null and void and owner shall remove the vessel within 20 days of the City's written notice to do so. As a result of such breach, lessee shall forfeit to the City all prepaid leased fees for the remainder of the licensed year. Additionally, lessee shall be liable to pay all legal costs incurred, including attorney's fees, shall be paid by the lessee.
  - d. Refer to the LICENSE AND LEASE AGREEMENT FOR COMMERCIAL FISHING VESSELS for all other details relative to leasing a slip at the Fairhope Docks.
10. A fully licensed commercial fisherman may engage in retail sales from his boat. No signs are permitted. The commercial fisherman shall not have access to the land around his boat for use in retail sales; tables and/or displays are not permitted. He must collect and remit sales tax and be in compliance with local, county and state laws governing the industry.
11. Advertising or soliciting shall not be permitted on any boat within the Marina. The boat, Fairhope Docks, its name, address or phone number shall not be used for business purposes by Owners. Commercial fishing and/or commercial vessels in the commercial area with written authority from management are excepted.
12. Swimming, diving or fishing shall not be permitted in the Marina.
13. Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place thereon any lockers, chests, cabinets, or similar structures, except with written approval from Marina. Painting, scraping or repairing of gear of the boat shall not be permitted on the walkways, docks or finger piers. The extent of repairs and maintenance which shall be permitted shall be at the sole discretion of the Marina.
14. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior written approval of Marina. Owner agrees that in case of an emergency, Marina may move the boat from the particular space rented to any other mooring place, or if the boat is not moved in accordance with the prior notice from the Marina. Owner acknowledges slip assignment is temporary and may be reassigned by Marina for any reason Marina deems valid and reasonable.
15. Laundry shall not be hung on boats, walkways, docks, or finger piers in the Marina, nor shall "for sale" or "for hire" signs be put on boats.
16. Owners checking out of the marina shall report to the Marina Manager's office and settle their account prior to leaving. It is suggested that all owners leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. However, in any event, Marina assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from docks when dockage is terminated; Marina assumes no responsibility for any personal property that may be remaining.
17. Marina reserves the right to limit and govern parking spaces in the Marina area.
18. Motorcycles, bicycles, skateboards and rollerblades will not be allowed to be ridden on any docks or piers and must be stored on the boat or in the parking lot. Dinghies must be berthed within the slip assigned to the boat and in such a manner as not to interfere with the adjoining slip.
19. All lines, rigging and halyards will be secured by the vessel's Owner in order to eliminate noise. Slotted masts must have noise protection devices.
20. The owner agrees not to permit any residence aboard his vessel while at the Marina. If the Owner's vessel contains a sanitation device aboard, it must comply with the most advanced state of the art requirements of the Coast Guard governing installation and the use of such device. The sanitation device must be properly functioning at all times while the vessel is at its berth. No discharge of sanitation effluent or dumping of trash overboard shall be allowed at the marina.
21. Vessels and outside workers must present certificate of liability insurance; limits to be set by Fairhope Docks.
22. Employees of Fairhope Docks may not be hired to perform work on any vessels at the Marina nor may they be hired to perform any other sort of personal task for or on behalf of any patron or guest at the Marina.

23. Unauthorized use of Marina supplied fresh water is prohibited.
24. Boat owners are not permitted to fill their boats with fuel from personal containers in the marina.
25. Violation of any of the above rules and regulations, as amended from time to time, damage to property or harm the reputation of the Marina shall be cause for immediate removal from the Marina of the boat in question.
26. Owners who are leasing "wet slips" are responsible for evacuating their vessel from the marina upon the issuance of a HURRICANE WATCH for Coastal Alabama or vicinity by the U.S. Nation Weather Service, National Hurricane Center and comply with the other terms contained herein.
27. It is the responsibility of the Owner to make sure that drain plugs are inserted and removed at the time of hauling or launching. The vessel Owner or one of his representatives needs to be present in order for a boat to be launched.
28. It is the responsibility of the Owner to MAKE SURE THAT TRIM TABS AND BOARDING LADDERS ARE IN THE UP POSITION AND, IF NECESSARY, TOPS, OUTRIGGERS AND ANTENNAS IN THE DOWN POSITION.
29. Fairhope Docks will adhere to the conditions for abandoned and derelict vessels as outlined in the "Code of Alabama 1975 Section 33-5A-1 et seq. A copy of this ordinance may be obtained in the Marina Manager's office.
30. Effective June 23, 2018, Fairhope Docks is no longer accepting liveaboards. It is the intention of Fairhope Docks to eliminate liveaboards by attrition. Existing liveaboards will be grandfathered, and upon their departure for any reason, will not be replaced.
31. Fairhope Docks does not supply boat lifts in slips. Please request Addendum A to the LICENSE AND LEASE AGREEMENT for details on slip lifts.
32. Long-term slip lease holders are allowed to park one vehicle at the Fairhope Docks Marina parking lot. There are no assigned parking spaces. There shall be no overnight parking of any boat, utility or enclosed trailer permitted on Fairhope Docks Marina property. With the exception of lessees' use of a moored vessel for intermittent personal overnight accommodations, there shall be no overnight parking. Otherwise, there shall be no overnight or long-term parking permitted except for liveaboards and long-term slips holders on an extended trip. The Marina Manager shall be advised of said trip in accordance with the provisions of #5 above. The Fairhope Docks Marina reserves the right to change this policy as the marina is renovated, redesigned and/or available parking spaces change.
33. This agreement may be terminated by the Marina upon the following conditions:
  - a. By breach or forfeiture of Owner of any of the covenants or provision of the Agreement or by violation of any marine rule or regulation, as provided in the attachment to the Agreement.
  - b. By written notice of termination by Marina, delivered to the Owner at either address specified in license agreement or to the vessel at least three (3) days prior to the effective date of termination.
  - c. By written notice to the Marina Manager of termination by the Owner, accompanied by tender of unpaid fees or charges if any, on the remaining unused term of the Agreement.
  - d. By a bona fide sale of the Vessel described in the Agreement.
  - e. By dockage or mooring facility becoming unserviceable in the Marina's sole discretion for any reason whatsoever.
  - f. By date of termination herein specific in License Agreement. This Agreement shall automatically terminate as a matter agreed to, within the terms of this Agreement, and without requirement of further notice.

**OWNER ACKNOWLEDGES HAVING READ AND UNDERSTANDS ALL OF THE RULES AND REGULATIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.**

Owner's Name (Printed): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

[1] That the City of Fairhope did request, receive, and open a bid for Lift Station Odor Control Chemicals for the Sewer Department (Bid Number 020-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Lift Station Odor Control Chemicals for the Sewer Department

[3] After evaluating the bid proposals with the required bid specifications, LL Associates, LLC d/b/a ChemStation Gulf Coast, with the total bid proposal of \$5.70 per metered gallon, for an estimated annual cost of \$213,248.40, is now awarded the bid for Lift Station Odor Control Chemicals for the Sewer Department.

Adopted on this 12th day of March, 2020

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

Attest:

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

City of Fairhope  
Project Funding Request

1712 020-43150

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer [Signature] ASAP

Project Name: Award Bid 020--20 Lift Station Odor Control Chemica 2020 to LL Associates, LLC

Project Location: Wastewater

Presented to City Council: 3/12/2020

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

Funding Request Sponsor: Jay Whitman, Water & Sewer Superintendent  
Tim Manuel, Wastewater Plant Manager

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 213,248.40 Estimated annual cost based on bid cost per metered gallon \$5.70

\$ \_\_\_\_\_

Vendor: LL Associates, LLC d/b/a ChemStation Gulf Coast

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  **Sewer**  Gas Tax  Cap Prodi  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85

Project will be:

Funding Source:

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

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

Expense Code: 004020-53010  
G/L Acct Name: Chemicals & Testing

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

Project Budgeted: \$ 213,248.40  
Balance Sheet Item-  
Included in projected  
cash flow \$0.00

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

Over (Under) budget amount: \$ \_\_\_\_\_ -

Comments:

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

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 2/18/2020

Purchasing Memo Date: 2/18/2020

Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020

Request Approved Date: 3/3/2020

Approved Date: 3/3/20

Signatures: [Signature]  
Kim Creech

[Signature]  
Jill Cabanis, MBA

[Signature]  
Mayor Karin Wilson



## MEMO

To: Kimberly Creech, Treasurer

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

Date: February 18, 2020

Re: **Placing on City Council agenda to approve award of Bid 020-20 Lift Station Odor Control 2020**

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

Invitation to Bid 020-20, Lift Station Odor Control 2020, for the Sewer Department, was issued on January 30, 2020 to multiple vendors from the bidders' list and advertised to the general public. Responses were received until 9:00 a.m. on February 13, 2020. A Bid Tabulation and Recommendation was composed (attached). The bid is for a one-year contract with two possible one-year extensions. The existing contract expires by March 31, 2020. When City Council approves the award the start date will be on the date the Contract is executed.

The Sewer Department recommends the award be made to **LL Associates, LLC dba CHEMSTATION GULF COAST** in the amount of FIVE DOLLARS AND SEVENTY CENTS(\$5.70) per metered gallon, for an annual cost of **TWO HUNDRED THIRTEEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS AND FORTY CENTS (\$213,248.40)** see attached Bid Tabulation and Recommendation.

**Please place on the next City Council agenda this request to award Bid 020-20 Lift Station Odor Control 2020 to LL Associates, LLC dba CHEMSTATION GULF COAST in the amount of \$213,248.40 and authorize the Mayor to sign the associated contract.**

Cc: File, Jay Whitman, Tim Manuel

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

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

City of Fairhope Tabulation

BID 020-20 Lift Station Odor Control Chemical 2020


Bid Opening: Tuesday, February 11, 2020, 9:00am

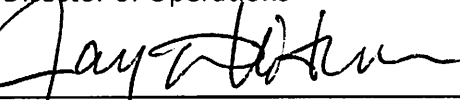
Lift Station	30 Day Flow in Gallons	LL ASSOCIATES, LLC		SIGMA ORGANICS		PENCCO, INC	
		Cost Per Metered Gallon	Dollars Per Site Per Year	Cost Per Metered Gallon	Dollars Per Site Per Year	Cost Per Metered Gallon	Dollars Per Site Per Year
White Grove to Thompson Hall	1,000,000	\$ 5.70	\$ 14,563.50	\$ 6.25	\$ 11,089.00	NO BID	
Thompson Hall to Dog House	7,500,000	\$ 5.70	\$ 24,966.00	\$ 6.25	\$ 37,665.00	NO BID	
Grand Hotel to Twin Beech	6,000,000	\$ 5.70	\$ 20,805.00	\$ 6.25	\$ 20,510.00	NO BID	
Point Clear Court is part of Grand Hotel Twin Beech	450,000	\$ 5.70	\$ 10,402.50	\$ 6.25	\$ 11,406.00	NO BID	
Twin Beech to South Section	7,100,000	\$ 5.70	\$ 35,368.50	\$ 6.25	\$ 48,595.00	NO BID	
End of County Road 1 to Baldwin 1	N/A	\$ 5.70	N/A	\$ 6.25	N/A	NO BID	
Baldwin 1 to Grand Hotel	1,500,000	\$ 5.70	\$ 10,402.50	\$ 6.25	\$ 21,217.00	NO BID	
Rohr to South Section Street	3,500,000	\$ 5.70	\$ 10,402.50	\$ 6.25	\$ 35,096.00	NO BID	
East of the Sun to Discharge Point	5,000,000	\$ 5.70	\$ 14,563.50	\$ 6.25	\$ 18,192.00	NO BID	
Quail Creek to Thompson Hall	5,500,000	\$ 5.70	\$ 27,046.50	\$ 6.25	\$ 53,619.00	NO BID	
Woodlands to North Section Street	6,000,000	\$ 5.70	\$ 31,207.50	\$ 6.25	\$ 35,579.00	NO BID	
Southland to Fairfield	3,000,000	\$ 5.70	\$ 9,359.40	\$ 6.25	\$ 9,741.00	NO BID	
Carya Point to Meadowbrook	1,000,000	\$ 5.70	\$ 4,161.00	\$ 6.25	\$ 5,173.00	NO BID	
<b>ANNUAL TOTAL</b>		<b>\$ 213,248.40</b>		<b>\$ 307,882.00</b>			

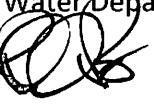
RECOMMENDATION: Award Bid 020-20 to LL Associates, LLC d/b/a ChemStation Gulf Coast


**City of Fairhope Tabulation**  
**BID 020-20 Lift Station Odor Control Chemical 2020**  
**Bid Opening: Tuesday, February 11, 2020, 9:00am**

*To the best of my knowledge this is an accurate bid tabulation.*

  
 \_\_\_\_\_ 2 / 11 / 2020  
 Mike Allison Date  
 Director of Operations

  
 \_\_\_\_\_ 2 / 11 / 2020  
 Jay Whitman Date  
 Water Department Superintendent

  
 \_\_\_\_\_ 2 / 11 / 2020  
 Richard Peterson, P.E. Date

  
 \_\_\_\_\_ 2 / 11 / 2020  
 Delores Brandt Date  
 Purchasing Manager

**ADDITIONAL COMPANIES SOLICITED FOR BID**

- |                          |                                    |
|--------------------------|------------------------------------|
| BIOMAGIC                 | EVOQUA Water Technologies          |
| SOLEN                    | J.H. Wright & Associates, Inc      |
| US FILTER- SIEMENS       | TOMORROW/MICRO BLEND, INC          |
| ALTIVIA Chemicals        | North American Commercial          |
| GE BETZ                  | Kemper Industries, Inc.            |
| INDUSTRIAL CHEMICALS Inc | ACT Specialty Chemicals, Inc       |
| INDUSTRIAL CHEMICAL      | North American MANTEK              |
| F2 Industries LLC        | Thatcher Chemical of Florida       |
| DPC ENTERPRISES          | VULCAN PERFORMANCE CHEMICALS, LTD  |
| NORIT AMERICAS, INC      | WATER TREATMENT & CONTROLS COMPANY |
| NRP GROUP, INC.          | WATER AND WASTE SPECIALTIES, LLC   |
| USP Technologies         | THORNTON, MUSSO, BELLEMIN          |
| US PEROXIDE, LLC         |                                    |



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

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

[1] That the City of Fairhope approves the procurement of an Underground Fault Detector (Easy Thump EZT12V2-15T1HMWK) for the Electric Department from Megger, Inc., sole source for Megger EZThump CFL Units, with a total cost of \$18,211.50 which includes warranty, certificate of calibration, and additional clamps.

Adopted on this 12th day of March, 2020

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of an Underground Fault Detector to be used to locate underground faults on lines throughout the City

*JAM*

Project Location: Electric Department

Presented to City Council: 3/12/2020

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

Funding Request Sponsor: Mike Allison, Director of Operation  
Jeremy Morgan, Electric Superintendent

Project Cash Requirement Requested:  
Cost: \$ 18,211.50

Vendor: Megger

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  **Electric**  Water  Sewer  Gas Tax  Cap Prodi  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85

Project will be:

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

Funding Source:

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

Expense Code: 003-16030  
G/L Acct Name: Vehicles and Equipment

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

Project Budgeted: \$ 22,000.00  
Balance Sheet Item-  
Included in projected  
cash flow \$0.00

Over (Under) budget amount: \$ (3,788.50)

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

Comments:

Easy Thump, EZ12V2-15T1HMWK is from the Sole Source and manufacturer, Megger.

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

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 2/19/2020

Purchasing Memo Date: 2/19/2020

Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020

Request Approved Date: 3/3/2020

Approved Date: 3/3/20

Signatures: Kim Creech  
Kim Creech

Jill Cabaniss, MBA  
Jill Cabaniss, MBA

Signatures: Mayor Karin Wilson  
Mayor Karin Wilson



## MEMO

To: Kimberly Creech, Treasurer

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

Date: February 19, 2020

Re: Greensheet approval -- over \$10,000 Council limit for budgeted items for the Electric Department by Sole Source

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

The Electric Department has need to procure an Underground Fault Detector to be used to locate underground faults on lines throughout the City. The equipment to be purchased, **Easy Thump, EZ12V2-15T1HMWK**, is from the Sole Source and manufacturer, **Megger**. The cost is **EIGHTEEN THOUSAND TWO HUNDRED ELEVEN DOLLARS AND FIFTY CENTS (\$18,211.50)** and is below the budgeted amount of \$22,000. This amount also includes warranty, certificate of calibration, and additional clamps as noted on attached quotation. **This is a sole source procurement. (See attached letter)**

This procurement is over the Council approval benchmark of \$10,000 for budgeted operational items.

NOTES:

See attached quotation for details.

**Please compose a greensheet and obtain approval for this over \$10,000, BUDGETED expenditure for FY 2020**

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

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

Cc: File, M. Allison, J. Morgan

# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeremy Morgan

Date: 2/19/2020

Department: Electric

## ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Underground Fault Detector
2. **What is the total cost of the item or service?** \$18,211.50
3. **Where will the item or service be physically located?** Electric Department Barn
4. **What is the primary function of the item or service?** Locate Underground faults on lines
5. **How many do you need?** 1
6. **Item or Service Is:**  New  Used  Replacement  Annual Request
7. **When do you anticipate implementation?** When equipment arrives
8. **Additional Information or Comments:** Request to purchase the equipment, warranty, certificate of calibration and additional clamps from the attached quote.

## BUDGET INFORMATION

1. **Is it budgeted?**  Yes  No  Emergency Request
2. **If budgeted, what is the budgeted amount?** \$22,000
3. **What is the Capital Project Name or Operating Budget Code:** 50470
4. **Check any applicable boxes:**  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

*Email completed form with quotes or other supporting documentation to [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*

## PURCHASING USE ONLY

**Vendor Name:** Click or tap here to enter text.

**Vendor Number:** Click or tap here to enter text.

**Current Business License:**  Yes  No

February 19, 2020

Michael Allison  
Operations Director  
Fairhope Public Utilities  
555 South Section Street  
Fairhope, AL 36532

Ref: EZThump CFL Units

This letter is to state that the Megger EZThump CFL units are the only cable fault units manufactured with two features not built into competitive units. These two features are:

- Automatic fault location sequencing built into the unit
- Ground loop safety circuit Fohm

Megger manufactures the EZThump CFL unit configurable to the customer requirements.

Regards,

Kathryn Robinson  
Commercial Operations Manager  
4545 West Davis Street  
Dallas, TX 75211

P: 214-330-3234

M: 214-662-2128

## QUOTATION

Fairhope Public Utilities 555 S. Section Street			<b>Megger Quote No:</b> ISDQ82120		
			<b>Date:</b> Dec 30, 1899		
			<b>Your Ref:</b> RFQ -EZT		
Fairhope AL 36532			<b>Quotation Validity:</b> 30 Days		
USA			<b>Payment Terms:</b> NET 30 Days		
251-279-6238 (Ph)			<b>Currency:</b> US Dollars		
(Fax)			<b>Freight Terms:</b> Factory		
			<b>Destination:</b> United States		
<b>Attn: Mike Allison</b>					
Shipment subject to change due to demand. Payment Terms are subject to credit verification. If Tax-exempt, certificate is required with purchase					
<b>Please reference our Quote No. on all correspondence</b>					
Thank you for your inquiry. We are pleased to submit the following Quotation subject to Megger Terms and Conditions.					

Item	Qty	Part Number	Description	Unit Price	Total Price	Lead Time
	1	EZT12V2-15T1HMWK	Easy Thump EZT12V2-15T1HMWK; 12 kV rated Easy Thump unit, 15ft leads, 14mm Male MC w/ Hotline clamp ends, w/ Sheath test option, w/ Manual Voltage Selection, w/ Permanently attached cart	\$15,965.00	\$15,965.00	3 - 5 wks ARO
			***Optional Cert & Warranty***			
	1	CERT-NIST	Certificate of Calibration - Ordered with instrument	\$430.00	\$430.00	
	1	Y24-Warranty	24-Month Extended Warranty	\$1,596.50	\$1,596.50	
	1	210.VG7MC	WISE GRIP - 7 IN W/FEMALE MC	\$220.00	\$220.00	

\*Freight will be prepaid and added to your invoice, unless you choose to supply Megger with your collect account information, at the time of order.

### NOTES:

- PowerDB licenses, SQL upgrade, and purchased options support and maintenance is included for one year from the date of purchase, thereafter extensions will be quoted annually. Custom work, training, hosting and hosted options are not subject to annual support and maintenance charges.

- Cancellations are subject to a minimum 20% restocking fee.
- One instruction manual included when applicable; additional copies are subject to charge.
- Minimum order amount: \$125.00 USD.
- Any test reports or other special documentation required must be requested at time of inquiry and may be subject to charge.
- Delivery lead times quoted by Megger are ex-factory unless otherwise noted. Megger will not be responsible for late delivery penalties unless Megger has been advised in the quotation stage that such a condition exist and it has been agreed to in writing.
- Inspections by client representatives or third party contractors add to the delivery time and should be documented in the bid stage.

Once you've reviewed the enclosed information, should you have any questions or require additional information, please call me or contact our Technical Sales Representative in your area, Billy Brown at 205-533-0777.

On behalf of Megger



# TERMS AND CONDITIONS OF SALE

- 1. DEFINITIONS:** In these terms and conditions Megger will be referred to as the "Seller," the materials, goods and services to be referred to as the "Goods," and the person or firm purchasing the Goods will be referred to as the "Buyer," and the Customer Acknowledgment for or Invoice to which these Terms and Conditions of Sale are attached will be referred to as the "Agreement."
- 2. PRICES AND TERMS:** (A) Domestic Terms of payment for domestic shipments are net 30 days from the date of shipment. In the event shipment is delayed by the Buyer's terms of payment (B) Export-Acceptance of export sales cannot be made unless the Buyer (regardless of nationality) provides an irrevocable letter of Credit drawn on a United States bank as specified by the Seller except where other arrangements have been accepted in writing by Seller, and payable in U.S. funds upon presentation of original invoice and bill of lading noting shipment from plant facility.
- NOTE 1:** Buyer shall pay interest on all past due amounts at the lower of (a) one and one-half percent (1-1/2%) per month, or (b) the maximum nonusurious rate permitted by applicable law. Buyer agrees to pay all agency or attorney fees and court costs should it become necessary in the collection of delinquent payments.
- NOTE 2:** Unless otherwise agreed by Seller in writing, Buyer may not retain payment of any portion of the sales price. If Buyer disputes the accuracy of any invoice, Buyer may not withhold payment of the disputed amount, but shall promptly notify Seller specifying the amount in dispute and the reasons therefor. Buyer will make timely payment of all amounts, including those in dispute. The parties will promptly attempt to resolve the dispute and, upon resolution, Seller will promptly pay any amounts due Buyer.
- NOTE 3:** Partial shipment and payment therefore will be allowed unless specifically excluded by the Buyer and agreed to by the Seller.
- 3. PAYMENT:** (A) Payments are made in United States currency to Seller at the office of the corporation in Dallas County, Texas. (B) Payments of each invoice covering partial shipments shall become due in accordance with this Agreement. If Seller shall be delayed in shipment of the contract by action or inaction of the Buyer, Seller may store the Goods for Buyer's account and risk. See Paragraph No. 10. (Material Storage).
- 4. TAXES:** Prices do not include excise taxes, use, excise, added value, or any other direct tax of a similar nature. Prices of federal, state, county, or municipal origin, nor do prices include any such tax imposed by government units outside the United States. If Seller should be required to collect and/or pay such taxes, the Buyer shall reimburse the Seller for full amount.
- 5. DELIVERY:** Prices are quoted ex-Factory of Origin, unless otherwise agreed in writing, and delivery to a transportation company properly consigned, shall constitute agreed delivery to the Buyer.
- 6. CARRIER:** TITLE AND INSPECTION: Unless otherwise specified Goods for domestic shipment will not be crated. Title to the Goods covered by this Agreement will pass to the Buyer at the time of delivery of the shipment to the transportation company, subject to the security interest therein reserved in Paragraph No. 12 hereof, and inspection of such Goods will be at destination unless otherwise specified herein.
- Unless otherwise agreed in writing, Buyer and carrier are responsible for Goods lost or damaged in transit.
- 7. DELAYS:** Seller shall not be liable for any loss, delay default or damage resulting from any cause beyond its reasonable control, including without limitation, war, governmental regulation or interference, act of God, fires, floods, accidents, damage to its plants, epidemics, quarantine restrictions, strikes, lockouts, insurrections, riot, embargoes, interruption of transportation facilities, and failure of suppliers to meet delivery schedules.
- 8. CHANGES:** Changes requested by this Agreement will be reviewed for price adjustment and will be subject to acceptance by Seller.
- 9. CANCELLATION:** This order may be canceled only upon written request and must be with Seller's consent. Cancellation charges are calculated as a percentage of the invoice price as follows:
 

5.0%	6 weeks or more prior to confirmed ship date.
10.0%	4-6 weeks prior to confirmed ship date.
15.0%	2-4 weeks prior to confirmed ship date.
20.0%	2 weeks or less prior to confirmed ship date.
- 10. MATERIAL STORAGE:** In the event Buyer is not in position to receive shipment of the Goods by the previously requested or agreed upon shipping date, Seller will not be required to hold or store such Goods for a period of more than fifteen (15) days unless a charge of 1% of the selling price is authorized per month of storage thereafter.
- 11. RETURNED GOODS:** Authority to return Goods (must be obtained) from and authorized returned by the Buyer for reason of his own is subject to a 20% restocking charge. Additional charges for reworking or replacement of parts will be assessed where necessary.
- 12. CREDIT:** Seller reserves the right to require adequate security from the Buyer before continuing work whenever Seller believes the Buyer's credit is (in the Seller's opinion) impaired. It is agreed that to better secure payment of the amounts hereon, Seller shall have and retain a security interest in all Goods sold to the Buyer pursuant to this Agreement, and Buyer agrees to sign financing statements and other notices to establish the security interest held by Seller in accordance with the Uniform Commercial Code or such other requirements for the perfection of a security interest in all such goods. The Buyer hereby agrees that this order may be filed as a financing statement pursuant to the Uniform Commercial Code. It is further agreed that until the entire purchase price has been paid, the Goods shall remain personal property and shall not become a part of the real estate or a fixture thereon and shall be subject to all statutory rights regarding personal property.
- 13. ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Buyer may not assign its rights under the Agreement without prior written consent of the Seller.
- 14. PATENTS:** Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.
- 15. DESIGN AND DRAWINGS:** All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.
- 16. LIMITATIONS:** This Agreement includes and shall constitute the sole and entire agreement between the parties hereto with respect to the sale and purchase of the Goods hereunder, that no promises, agreements, or obligations other than those expressly contained and set forth herein have been made or created by either party thereto; that terms of this Agreement, shall be independent of and independently enforced from, this Agreement, and any breach thereof shall not affect the rights, duties or obligations of the parties hereunder, and further, that this Agreement cannot and shall not be changed or modified in any particular whatsoever by any office, employee, or representative of the Seller in any capacity, unless such change or modification shall be in writing and signed by both parties hereto. This Agreement shall not be amended in any manner by a course of dealing in continuation thereto. The provisions of the Agreement are severable, and, if any of its provisions shall be held invalid, such provisions shall nevertheless remain in effect and enforceable. It is hereby agreed between the parties hereto that this Agreement would have been entered into had such invalid provisions not been included herein.
- 17. ENFORCEMENT:** In the event the Buyer is adjudged bankrupt or files a voluntary assignment for the benefit of creditors, a receiver is appointed or due diligence necessary for the Seller to employ an attorney for the collection of the amount due the Seller, or the enforcement of their rights hereunder, Buyer agrees to pay a reasonable fee of not less than fifteen percent (15%) of the amount due hereon to Seller for the legal services required.
- 18. WARRANTY:** SELLER SHALL HAVE NO LIABILITY TO BUYER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE CAUSED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF THE GOODS FOR ANY PURPOSE AND WHETHER OR NOT KNOWN OR DISCLOSED TO SELLER, AND IT IS SPECIFICALLY AGREED AND UNDERSTOOD THAT THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY SELLER WITH RESPECT TO THE GOODS EXCEPT AS PROVIDED BY SELLER TO BUYER SPECIFICALLY IN WRITING.
- 19. REMEDIES:** BUYER'S EXCLUSIVE REMEDY AND SELLER'S SOLE LIABILITY HEREUNDER, WHETHER AS TO GOODS DELIVERED OR FOR NON-DELIVERY OF GOODS, WHETHER OR NOT BASED ON CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL BE LIMITED, AS SET FORTH, TO A REFUND OF THE PURCHASE PRICE AND FOR OR A REPLACEMENT OF, THE PARTICULAR DELIVERY OF GOODS SHOWN TO BE DEFECTIVE THAN AS WARRANTED OR, IN THE CASE OF DEFICIENCY IN QUANTITY, AT SELLER'S OPTION, A REFUND OF THE PURCHASE PRICE PAID FOR AND A REPLACEMENT OF THE QUANTITY SHOWN TO BE DEFICIENT, AND FAILURE TO GIVE WRITTEN NOTICE OF SUCH A CLAIM WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY OR THE DATE FIXED FOR DELIVERY (IN THE CASE OF NON-DELIVERY), SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH GOODS. SELLER SHALL NOT BE LIABLE ON ANY CLAIM UNDER OR ARISING OUT OF OR FOR BREACH OF THE AGREEMENT UNLESS ACTION THEREON SHALL BE BROUGHT AGAINST SELLER WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OR BREACH, NO CHARGE OR EXPENSE INCURRED TO ANY CLAIM WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF THE SELLER. THE REMEDY HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGE, WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF SUCH PARTY.
- 20. GOVERNING LAW:** The transaction contemplated hereby, and the interpretation and enforcement of this Agreement shall be governed by the internal law of the State of Texas and within Texas for the purposes of conferring jurisdiction upon courts located within this State. The parties hereto consent and agree that the District Court of Dallas County, Texas, or at Seller's option, the United States District Court for the Northern District of Texas, Dallas County, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes between Seller and Buyer pertaining to this Agreement or to any matter arising out of or relating to this Agreement. Buyer hereby irrevocably waives any objection that Buyer may now or hereafter have to the laying of venue in such courts, including without limitation any claim based upon improper venue or forum non conveniens. Nothing in this Agreement shall be deemed to operate to preclude the enforcement by Seller of any judgment or order obtained in such forum or the taking of any action under this agreement to enforce same in any other appropriate forum or jurisdiction.
- 21. ARBITRATION:** Any controversy or claim between or among the parties hereto including but not limited to those arising out of or relating to this Agreement or any related agreements, including any claim based on or arising from an alleged tort, shall be determined by binding arbitration in accordance with the Federal Arbitration Act (or if applicable, applicable State arbitration law) of practice and procedure for the arbitration of commercial disputes of Judicial Arbitration and Mediation Services, Inc. ("J.A.M.S."), and the "Special Rules" set forth below in the event of any inconsistency, the Special Rules shall control. Judgement upon any arbitration award may be entered in any court having jurisdiction. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this Agreement applies in any court having jurisdiction over such action.
- 22. TEXAS DTPA:** BUYER HEREBY WAIVES ANY RIGHTS THAT BUYER MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES ACT AS SET OUT IN THE TEXAS BUSINESS & COMMERCIAL CODE SECTION 17.01, et. seq. OR ANY SUCCESSOR STATUTE, TO THE FULLEST EXTENT THE BUYER MAY LAWFULLY SO DO.
- 23. WAIVER:** Failure of the Seller to enforce any of these terms or conditions or to exercise any right accruing through the default of the Buyer shall not affect or impair the Seller's rights, if such default continues or if any subsequent default of the Buyer occurs, and such failure on the part of Seller shall not constitute a waiver of other or future defaults of the Buyer.
- 24. PATENTS:** Seller does not warrant that the use by the Buyer of Goods sold, or articles or materials made therefrom alone or in combination with other materials will not infringe a patent.
- 25. DESIGN AND DRAWINGS:** All data, drawings, designs, ideas, etc. furnished by Seller shall remain property of the Seller. All information pertaining to Seller's design and drawings is proprietary, confidential and not to be disclosed, disseminated or used for any purpose except as provided by Seller.

# Megger<sup>®</sup>

## Megger Warranty Information

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Megger, Inc. warrants to the original purchaser that the product is free from defects in material and workmanship for a period of twelve (12) months from the date of shipment. This warranty is limited and shall not apply to equipment which has damage or cause of defect, due to accident, negligence, unauthorized modifications, improper operation, faulty installation by the purchaser, or improper service or repair by any person, company, or corporation not authorized by Megger, Inc.

Megger, Inc. will, at its own option, either repair or replace those parts and / or materials that it deems to be defective. Any costs incurred by the purchaser for the repair or replacement of such parts and / or materials shall be the responsibility of the original purchaser.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ON THE PART OF MEGGER, INC., AND IN NO EVENT SHALL MEGGER, INC. BE LIABLE FOR THE CONSEQUENTIAL DAMAGES DUE TO THE BREACH THEREOF.

## Megger Extended Product Warranty Program

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Megger also offers the same coverage as described above for periods longer than one year, at a nominal additional charge. This charge is 5% of the list price of the product for each year of coverage requested.

**NOTE:** An extended product warranty must be purchased at the same time as the purchase of the new unit.

The cost of the warranty is based on the list price only.

**Other details concerning this program are as follows:**

1. The extended product warranty program applies to all newly purchased Megger manufactured products or Megger factored products (excluding high voltage systems).
2. It does not cover any individual software products.
3. It does not cover hardware/firmware updates which might be added to a product during the initial or extended warranty period.



Megger, Inc markets their products under a variety of brand names. The particular brand name will determine where a product is returned for warranty repair / replacement as follows:

Brand Names

Location

Biddle, Megger, Metrosonics, HDW, Seba

Attn: Service & Repair Department  
2621 Van Buren Avenue  
Norristown, PA 19403  
Phone: 610-676-8500  
Toll Free: 1-800-641-2349, option 2

Multi-Amp, Programma

Attn: Service & Repair  
4271 Bronze Way  
Dallas, TX 75237  
Phone: 214-333-3201  
Toll Free: 1-800-641-2349, option 1

Prior to returning any product to Megger, Inc., first call the appropriate telephone number to request a Return Authorization Number.

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

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

[1] That the City of Fairhope has voted to procure a D10x15 83 Navigator Boring Machine (\$137,111.00) and Felling FT-141 Drop Deck, Drill Series [E] Trailer (\$9,576.68) for all Utilities; and the equipment is available for direct procurement through the Sourcewell Public Utility Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$146,687.68.

Adopted on this 12th day of March, 2020

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Vermeer Boring Machine and Drop Desk trailer to be used by all utilities departments of the City

Project Location: Electric Department

Presented to City Council: 3/12/2020

Funding Request Sponsor: Mike Allison, Director of Operation  
Jeremy Morgan, Electric Superintendent  
Tim Bung

Project Cash Requirement Requested:  
Cost: \$ 146,687.68

Vendor: Sourcewell Public Utility Contract #012418-VRM

Project Engineer: n/a

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

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

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

Project will be: Expensed \_\_\_\_\_ Capitalized XXX Inventoried \_\_\_\_\_

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

Expense Code: 003-16030 Grant: \_\_\_\_\_ Federal - not to exceed amount  
G/L Acct Name: Vehicles and Equipment State \_\_\_\_\_  
City \_\_\_\_\_  
Local \_\_\_\_\_

Project Budgeted: \$ 165,000.00

Balance Sheet Item Included in projected cash flow: \$0.00

Over (Under) budget amount: \$ (18,312.32)

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

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

Comments: Navigator Boring Machine for \$137,111.00 and the Felling FT-141 Drop Deck, Drill Series [E] trailer for \$9,576.68. Budget: Electric \$45,000; Gas \$60,000; Water \$60,000.

City Council Prior Approval/Date? No

City Treasurer: Kim Creech Finance Director: Jill Cabaniss, MBA Mayor: Kahn Wilson

Purchasing Memo Date: 2/20/2020 Purchasing Memo Date: 2/20/2020 Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020 Request Approved Date: 3/3/2020 Approved Date: 3/3/20

Signatures: Kim Creech Jill Cabaniss, MBA Mayor Kahn Wilson



## MEMO

To: Kimberly Creech, Treasurer

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

Date: February 20, 2020

Re: Greensheet/Council Approval of procurement of over \$10,000 budgeted Vermeer Boring Machine and Drop Deck Trailer through the Sourcewell Contract

The Interim Director of Operations, Mike Allison, is requesting the Purchase of a Vermeer Boring Machine, to be used by all utilities departments of the City. The budgeted amount for this boring machine and trailer is \$165,000.00, provided in the budget among Gas-Water-Sewer-Electric departments.

The quote by Vermeer through SOURCEWELL Public Utility CONTRACT #012418-VRM for the **D10x15 83 Navigator Boring Machine for \$137,111.00** and the **Felling FT-141 Drop Deck, Drill Series [E] trailer for \$9,576.68** for a total of **ONE HUNDRED FORTY-SIX THOUSAND SIX HUNDRED EIGHT-SEVEN DOLLARS AND SIXTY-EIGHT CENTS (\$146,687.68)**.

**Please compose, and have approved, this request to approve procurement of budgeted Vermeer Boring Machine and Felling Trailer, through Sourcewell Contract #012418-VRM, at a cost of \$146,687.68.**

Cc: file, M Allison, Jeremy Morgan, T Bung

Karin Wilson  
Mayor

*Council Members:*

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

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

Name: Jeremy Morgan

Date: 2/20/2020

Department: Electric

## ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? New directional drill (boring machine) and trailer
2. What is the total cost of the item or service? 146,687.68
3. Where will the item or service be physically located? Electric Department
4. What is the primary function of the item or service? Directional drilling for all utilities
5. How many do you need? 1
6. Item or Service Is:  New  Used  Replacement  Annual Request
7. When do you anticipate implementation? asap
8. Additional Information or Comments: Click or tap here to enter text.

## BUDGET INFORMATION

1. Is it budgeted?  Yes  No  Emergency Request
2. If budgeted, what is the budgeted amount? \$165,000
3. What is the Capital Project Name or Operating Budget Code: 50470-16030
4. Check any applicable boxes:  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

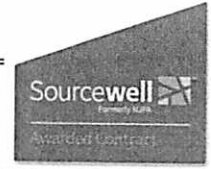
*Email completed form with quotes or other supporting documentation to [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*

## PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License:  Yes  No



**D10x15 S3 Navigator**

**Basic Unit**

D10x15 S3 Navigator w/ Remote Lockout(002); Deutz Tier IV Final Engine (041); 15 GPM Pump w/ Flow Meter (322); Bundle of 50 - 1.66" x 6' Drill Rod (250); Auto Greaser - 1 Gallon Bucket (171); Standard Stake Weldment - 1 3/8" x 24" (p/n 296383950 x qty 2 required); Telematics (AM002)

Basic Unit Price: **\$97,588.00**

**Required Items: (check one)**

- |                                     |   |                   |
|-------------------------------------|---|-------------------|
| <input type="checkbox"/>            | MX125 Gas Power Pack Mud System (MX125001)                                    | Add to Basic Unit |
| <input type="checkbox"/>            | MX125 Diesel Power Pack Mud System (MX125002)                                 |                   |
| <input type="checkbox"/>            | 250 Gallon Tank (MX125010)  |                   |
| <input type="checkbox"/>            | 300 Gallon Tank (MX125011)  |                   |
| <input checked="" type="checkbox"/> | 500 Gallon Tank - Narrow (approx. 101" long x 28" wide x 69" high) (MX125012) | \$2,952.00        |
| <input type="checkbox"/>            | 500 Gallon Tank - Wide (approx. 73" long x 36" wide x 75" high) (MX125013)    |                   |
| <input checked="" type="checkbox"/> | Supply Hose - 2" x 50' (MX125021)   | \$507.00          |

**Required Items: (check one locator and one sonde choice)**

- |                                     |  |             |
|-------------------------------------|--|-------------|
| <input type="checkbox"/>            | Falcon F1 System w/ Frequency monitoring and FT1 Singleband 15"BTW 0.1% Pitch Reg: Drill to Function   |             |
| <input checked="" type="checkbox"/> | Falcon F2 System w/ Frequency monitoring and FT2 Wideband 15"BTW 0.1% Pitch 1: Drill to Function   | \$13,024.00 |
| <input type="checkbox"/>            | Falcon F5 System w/ Frequency monitoring and FT2 Wideband 15" BTW 0.1% Pitch 1; Drill to Function; F5 Log while Drilling Kit (Blue Tooth Dongle, Software Disc & Manual) and Color Display) w/ FT5p Wideband 15" BTP 0.1% Pitch w/fluid pressure- for use with the F5 only |             |
| <input type="checkbox"/>            | FCD Falcon Compact Display - Does not have drill to capability   |             |
| <input checked="" type="checkbox"/> | AF8 Remote w/ Stand w/ Drill to Function (not to be used if Aurora is included on machine. For use w/ F2 & F5.   | \$5,276.00  |

**Optional Features: (options replace basic unit features, for add'l cost as listed)**

- |                          |  |          |
|--------------------------|--|----------|
| <input type="checkbox"/> | Aurora Display (locating display) (601) - Not to be used with DCI Remote Display |          |
| <input type="checkbox"/> | Remote Tracking Control (430)  |          |
| <input type="checkbox"/> | Miscellaneous Features: sales code _ _ _   | \$ _____ |

**Tool Options / Stakedown Stakes**

- |                                     |   |            |
|-------------------------------------|---|------------|
| <input type="checkbox"/>            | Sideload 2.5" OD Housing - X FST #200 (B) - 15" Sonde (296448877)   |            |
| <input type="checkbox"/>            | Portable Breakout Device- 11,500 ft-lbs (PBD115000)   |            |
| <input checked="" type="checkbox"/> | Premium 2.75" OD Housing - W-QF 300 x 2-4 ACME (includes 1.66 starter rod, collar & adapter) (296455068)  | \$1,657.00 |
| <input type="checkbox"/>            | Aggressive Stake Weldment - 2 1/4" x 24" (296461552 x qty 2 required); in lieu of standard stake weldment |            |

**Extended Warranties and Maintenance Packages on Directional Drill: (choose one)**

- |                                     |  |            |
|-------------------------------------|--|------------|
| <input type="checkbox"/>            | 2 Year Parts & Labor Warranty (PL2)  |            |
| <input type="checkbox"/>            | 2 Year Confidence Plus (CP2) - Includes 2 Year Parts & Labor Warranty and initial 4 services |            |
| <input type="checkbox"/>            | 3 Year Parts and Labor Warranty (PL3)  |            |
| <input checked="" type="checkbox"/> | 3 Year Confidence Plus (CP3) - Includes 3 Year Parts & Labor Warranty and initial 4 services | \$8,812.00 |
| <input type="checkbox"/>            | Planned Maintenance Package 4-Intervals (PM)   |            |
- Must Enter Qty: 0

NOTE: For a quote on trailers, reamers, and additional drill rod, please see your local Vermeer dealer.

Recommended Package Total: \$129,816.00  
 Dealer Freight, Prep, and Training: \$7,295.00  
 Trailer Package: \_\_\_\_\_  
 Reamers: \_\_\_\_\_

Date: 1/3/2020  
 For: City of Fairhope  
 Sourcewell Member #: 2216  
 Provided By: Vermeer Southeast  
 Contact Name: Michael Odom  
 Mobile #: 205-283-6405

Total: \$137,111.00  
 Sales Tax: \_\_\_\_\_  
**Grand Total: \$137,111.00**

Pricing effective 01/01/20  
 NOTE: All pricing in USD \$  
 NOTE: Include applicable sales tax  
 Quotes valid for 30 days  
 2020 pricing pending Sourcewell approval.



**ATTENTION: (Ph 1) 850-944-8110**

**Sourcewell Quote Valid 30 Days** Reference No: 121260-JWW Sourcewell Customer Pricing  
**Ship To:** Phone: 850-944-8110 Bill To: Customer Unit/Stock: 800-656-6593  
 City of Fairhope PO Box 429 Fairhope, AL 36533-0429 Sourcewell Member #2216 FAX: 407-648-1149  
 Vermeer Southeast Sales & Service, Inc. 4401 Vineland Rd, Suite A15 Orlando, FL 32811

<b>PO#</b>		<b>Sales Person</b>	Jason W Worley	<b>Addtl Discount</b>	
<b>Quote Date</b>	01/07/2020	<b>Lead Time</b>	2 Weeks	<b>Other Charge</b>	
<b>Order Date</b>		<b>Addtl Disc/Terms</b>	Sourcewell- Net 30 Day	<b>Territory</b>	FT
<b>Order Status</b>	Quote	<b>Product ID</b>	FT-14 I DS	<b>Serial No:</b>	

**Notes:** Drawing No: OVL Length: 25

Ref #111838-BMR in stock and can ship in approx 2 weeks. Copy No: Appx Wgt +/-: 3,940

Sourcewell Contract #121918-FTS

Item Type	Description	Sourcewell Disc	12.00%	Add Qty	Unit	Total Qty	Total Amt
Base Model	FT-14 I Drop Deck, Drill Series [E] **2010428**			0.00	Each	1.00	9,513.00
Frame Type	3" Angle Lip Up			0.00	Std	1.00	0.00
Deck Length	Main Deck Length			0.00	Feet	16.00	0.00
Dovetail	Dovetail Length - Wood Inlay			0.00	Feet	3.00	0.00
Deck Type	White Oak 2" Nom			0.00	Std	1.00	0.00
Ramps; Rear	6' x 16" Angle Iron Spring Assist			0.00	Pair	1.00	0.00
Ramps, Acc	Mount Ramps to Road Side with Hold-Up Anchor in Floor and Full Width Ramp Rod			0.00	Std	1.00	0.00
Appx Deck Height	21" Loaded, 24" Unloaded			0.00	Inches	1.00	0.00
Width	102" OD, 82" ID			0.00	Inches	1.00	0.00
Tie Downs	D-Rings, 5/8" Straight, (2) 45° top of deck in corners, (1) centered on front of deck, (2) front of fenders, (2) rear of deck, (2) 1/2 way on BVT, (1) offset on BVT deck			0.00	Std	10.00	0.00
Brakes	Electric, Dexter FSA (Fwd Self Adj) On All Axles			0.00	Std	1.00	0.00
Axles	7K Heavy Duty Dexter, Drop			0.00	Std	2.00	0.00
Axles, Acc	Dexter EZ-Lube Hubs			0.00	Std	1.00	0.00
Suspension	Rubber Torsion, Dexter TorFlex, 42" Spread			0.00	Opt	1.00	123.00
Tires & Wheels	215/75R 17.5 H, 8 Bolt [17.5 x 6.75] Plate Wheel			0.00	Each	4.00	0.00
Hitch Length	Center of Coupler to Headboard, Appx - Adj Hitch Range 13.5" to 22.5" (20" to 24.5" if Hyd)			0.00	Feet	5.00	0.00
Hitch Type	2.5" Adjustable Lunette Eye/Pintle, [C] 42,000 lb Plate Mount (5/8" Bolt)			0.00	Std	1.00	0.00
Jack	12K Drop Leg, Side Wind			0.00	Std	1.00	0.00
Plug	7 Pole RV			0.00	Std	1.00	0.00
Lights	4 Tail Light System, LED, Sealed Wiring Harness			0.00	Std	1.00	0.00
Trailer Color	Felling Black # CCA945378 (White Felling Decal)			0.00	Std	1.00	0.00
Standard	3/8" Safety Chains, Grade 70			0.00	Std	1.00	0.00
Standard	Document Holder			0.00	Std	1.00	0.00
Standard	Drill Kit Ready - Steel Mounting Strips Under Deck To Mount Tank			0.00	Std	1.00	0.00
GVWR	16,100 lbs			0.00	Std	1.00	0.00



**MSO's are not released until Payment Received**



**\*\* FOB IF NO FREIGHT charged \*\***

**\*\* FET Tax may apply on 26,000 lb GVWR and above \*\***

Please sign and date your acceptance of this quote:

Sourcewell (formerly NJPA)	\$9,636.00
Sourcewell Discount:	\$1,156.32
Addtl Disc (see TERMS)	\$0.00
<b>Net Cost:</b>	<b>\$8,479.68</b>
Sourcewell Freight:	\$1,097.00
Other Charge (see above):	\$0.00
<b>TOTAL U.S.D.</b>	<b>\$9,576.68</b>



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

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

[1] That the City of Fairhope has voted to purchase a 2020 Ford F250 Crew Cab 4x2 Pickup Service Truck for the Wastewater Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2020 Ford F250 Super Cab                      **Cost is \$27,101.00**

Adopted on this 12th day of March, 2020

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 2020 F250 Crew Cab 4x2 Pickup service trucks for the Wastewater Department

*ZAW*

Project Location: Wastewater Department

Presented to City Council: 3/12/2020

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

Funding Request Sponsor: Jay Whitman, Water & Sewer Superintendent  
Tim Manual, Sewer Plant Manager  
Tim Bung, Mechanic Supervisor

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 27,101.00

\$ \_\_\_\_\_

Vendor: Stivers Ford Lincoln of Montgomery

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  Electric  Water  **Sewer**  Gas Tax  Cap Prodi  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85

Project will be:

Funding Source:

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

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

Expense Code: 004020-16030  
G/L Acct Name: Vehicles and Equipment

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

Project Budgeted: \$ 35,000.00  
Balance Sheet Item-  
Included in projected  
cash flow \$0.00

Over (Under) budget amount: \$ (7,899.00)

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

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

Comments:

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

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 2/27/2020

Purchasing Memo Date: 2/27/2020

Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020

Request Approved Date: 3/3/2020

Approved Date: 3/3/20

Signature: *Kim Creech*  
Kim Creech

*Jill Cabaniss*  
Jill Cabaniss, MPA

*Mayor Karir Wilson*  
Mayor Karir Wilson



## MEMO

Karin Wilson  
*Mayor*

To: Kimberly Creech, Treasurer

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

From:   
Delores A Brandt, Purchasing Manager

Date: February 27, 2020

Re: **Greensheet --CC Approval of budgeted over \$10,000 request for one (1) 2020 F250 CREW Cab 4X2 Pickup for the Wastewater Department**

Lisa A. Hanks, MMC  
*City Clerk*

Kimberly Creech  
*Treasurer*

The **Wastewater Department** is requesting procurement of **ONE (1) 2020 F250 Crew Cab 4X2 Pickup truck** as requested by Tim Manual, Assistant Superintendent of Water and Sewer Dept. The FY2020 budgeted amount is \$35,000.00. The best pricing is from the **State of Alabama Bid T191A**.

**One (1) 2020 Ford F250 Crew Cab 4X2 Pickup** including delivery. Delivered cost per unit is TWENTY-SEVEN THOUSAND ONE HUNDRED ONE DOLLARS (\$27,101.00). The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

### NOTES:

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

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this budgeted procurement for one (1) 2020 Ford F250 Crew Cab 4X2 Pickup from Stivers Ford Lincoln of Montgomery, Al. through the State of Alabama Bid T191A**

CC file, Jay Whitman, Tim Manuel, Tim Bung

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

Name: Timothy Manuel

Date: 2/25/2020

Department: Wastewater

## ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Truck F250 Crew Cab 4x2
2. What is the total cost of the item or service? 27,101
3. Where will the item or service be physically located? Plant
4. What is the primary function of the item or service? Collections service truck
5. How many do you need? One
6. Item or Service Is:  New  Used  Replacement  Annual Request
7. When do you anticipate implementation? 2/25/2020
8. Additional Information or Comments: Truck budgeted for wastewater

## BUDGET INFORMATION

1. Is it budgeted?  Yes  No  Emergency Request
2. If budgeted, what is the budgeted amount? Total 35,000
3. What is the Capital Project Name or Operating Budget Code: Code 50470
4. Check any applicable boxes:  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

*Email completed form with quotes or other supporting documentation to [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*

## PURCHASING USE ONLY

**Vendor Name:** Click or tap here to enter text.

**Vendor Number:** Click or tap here to enter text.

**Current Business License:**  Yes  No



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

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

Last Updated: 2/25/2020  
 Revision 19.0

**2020 FORD F250 CREW CAB 4x2 PICKUP - CITY OF FAIRHOPE - SANITATION DEPT.**

**CONTRACT NUMBER:** MA999 16000000008 (T191A)      **LINE NUMBER:** 14      **CONTRACT AMOUNT:** \$23,378

**INCLUDES:** 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 160" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel  
 4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio,  
 Air Bags-Front & Safety Canopy Side Curtain Airbags, Manual Trailer Tow Mirrors w/ Spot Mirrors,  
 2-Power Points, Advance Trac w/ Roll Stability Control, Trailer Sway Control, Hill Start Assist Control,  
 Front Tow Hooks, 2.5" Receiver w/ 4-way / 7-way Plug & 10,000 GVWR

<u>STATE CONTRACT PRICE (T191A)</u>			
160	Wheelbase	\$	23,378
996	6.2L V8 385 Horsepower w/ 10-speed Automatic Transmission		Std
X3E	3.73 Electronic Locking Rear Axle	\$	390
90L	Power Windows, Locks & Trailer Tow Mirrors	\$	1,125
52B	TowCommand Integrated Trailer Brake Controller	\$	270
66S	Upfitter Switches ( 6 Toggle Switches )	\$	165
67D	200 Amp. Alternator (w/ Upfitter Switches Code 66S )		NC
ST1	4-Corner LED Strobes - White / White	\$	569
18B	Cab Steps - Black Molded	\$	445
BL2	Spray-in Bed Liner - ( 6-3/4" Bed )	\$	489

**COLOR:**  
 Z1 Oxford White      Std

**INTERIOR:**  
 AS 40/20/40 Vinyl Seats - Medium Earth Gray ( XL )      Std

**DELIVERY - \$1.50 PER MILE ONE-WAY**      \$ 270

**Total Price ( each )**      **\$ 27,101**

**STATE CONTRACT TERMS:**      **PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE:** ( Required at time of Order ) \_\_\_\_\_

**DATE:** ( Required at time of Order ) \_\_\_\_\_

**PURCHASE ORDER NUMBER:** ( Required )       **Quantity:** ( Required )

**INFORMATION: PICKUP OR DELIVERY IS REQUIRED NO LATER THAN FIVE (5) DAYS AFTER NOTICE OF READY FOR DELIVERY**

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

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

[1] That the City of Fairhope has voted to purchase Two (2) 2020 Ford F250 Crew Cab 4x2 Pickup Service Trucks for the Water Department; and the type of vehicles needed are on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2020 Ford F250 Crew Cab

Cost is \$27,101.00 Each

**Total Cost is \$54,202.00**

Adopted on this 12th day of March, 2020

---

Karin Wilson, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Two (2) 2020 F250 Crew Cab 4x2 Pickup service trucks for the Water Department

Project Location: Water Department

Presented to City Council: 3/12/2020

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

Funding Request Sponsor: Jay Whitman, Water & Sewer Superintendent  
Tim Manual, Sewer Plant Manager  
Tim Bung, Mechanic Supervisor

Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 54,202.00 \$27,101.00 per truck

\$ \_\_\_\_\_

Vendor: Stivers Ford Lincoln of Montgomery

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General  Gas  Electric  **Water**  Sewer  Gas Tax  Cap Prodi  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85

Project will be:

Funding Source:

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

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

Expense Code: 004010-16030  
G/L Acct Name: Vehicles and Equipment

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

Project Budgeted: \$ 76,000.00  
Balance Sheet Item-  
Included in projected  
cash flow \$0.00

Over (Under) budget amount: \$ (21,798.00)

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

Comments: The budget was for 1 - F150 Service Truck \$26,000.00 and 1 - F550 Service Truck \$50,000.00. Water Department is requesting 2-F250 Service Trucks for \$54,202.00

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

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 2/26/2020

Purchasing Memo Date: 2/26/2020

Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020

Request Approved Date: 3/3/2020

Approved Date: 3/3/20

Signatures: Kim Creech  
Kim Creech

Jill Cabaniss, MBA  
Jill Cabaniss, MBA

Mayor Karm Wilson  
Mayor Karm Wilson



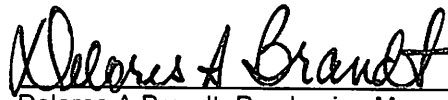


## MEMO

Karin Wilson  
Mayor

To: Kimberly Creech, Treasurer

From:

  
Delores A Brandt, Purchasing Manager

Date: February 26, 2020

Re: **Greensheet --CC Approval of budgeted over \$10,000 request for TWO (2) 2020 F250 CREW Cab 4X2 Pickup for the Water Department**

*Council Members:*

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

The Water Department is requesting procurement of **TWO (2) 2020 F250 Crew Cab 4X2 Pickup trucks** as requested by Tim Manual, Assistant Superintendent of Water Dept. The FY2020 budgeted amount is \$76,000. The best pricing is from the **State of Alabama Bid T191A**.

**TWO (2) 2020 Ford F250 Crew Cab 4X2 Pickup** including delivery. Delivered cost per unit is **TWENTY-SEVEN THOUSAND ONE HUNDRED ONE DOLLARS (\$27,101.00)** for a total of **\$54,202.00** for two (2) trucks.

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

NOTES:

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

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this budgeted procurement for two (2) 2020 Ford F250 Crew Cab 4X2 Pickup from Stivers Ford Lincoln of Montgomery, Al. through the State of Alabama Bid T191A**

CC file, Jay Whitman, Tim Manuel, Tim Bung

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

Name: Timothy Manuel

Date: 2/25/2020

Department: Water

## ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Two Trucks F250 Crew Cab 4x2
2. What is the total cost of the item or service? 27,101 Per
3. Where will the item or service be physically located? Warehouse
4. What is the primary function of the item or service? Water service trucks
5. How many do you need? Two
6. Item or Service Is:  New  Used  Replacement  Annual Request
7. When do you anticipate implementation? 2/25/2020
8. Additional Information or Comments: Two trucks budgeted for water

## BUDGET INFORMATION

1. Is it budgeted?  Yes  No  Emergency Request
2. If budgeted, what is the budgeted amount? Total 76,000
3. What is the Capital Project Name or Operating Budget Code: Code 50470
4. Check any applicable boxes:  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

*Email completed form with quotes or other supporting documentation to [deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*

## PURCHASING USE ONLY

Vendor Name: Click or tap here to enter text.

Vendor Number: Click or tap here to enter text.

Current Business License:  Yes  No



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

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

Last Updated: 2/25/2020  
Revision 19.0

**2020 FORD F250 CREW CAB 4x2 PICKUP - CITY OF FAIRHOPE - SANITATION DEPT.**

**CONTRACT NUMBER:** MA999 16000000008 (T191A)      **LINE NUMBER:** 14      **CONTRACT AMOUNT:** \$23,378

**INCLUDES:** 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 160" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel  
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio,  
Air Bags-Front & Safety Canopy Side Curtain Airbags, Manual Trailer Tow Mirrors w/ Spot Mirrors,  
2-Power Points, Advance Trac w/ Roll Stability Control, Trailer Sway Control, Hill Start Assist Control,  
Front Tow Hooks, 2.5" Receiver w/ 4-way / 7-way Plug & 10,000 GVWR

<b>STATE CONTRACT PRICE (T191A)</b>			
160	Wheelbase	\$	23,378
996	6.2L V8 385 Horsepower w/ 10-speed Automatic Transmission		Std
X3E	3.73 Electronic Locking Rear Axle	\$	390
90L	Power Windows, Locks & Trailer Tow Mirrors	\$	1,125
52B	TowCommand Integrated Trailer Brake Controller	\$	270
66S	Upfitter Switches ( 6 Toggle Switches )	\$	165
67D	200 Amp. Alternator (w/ Upfitter Switches Code 66S )		NC
ST1	4-Corner LED Strokes - White / White	\$	569
18B	Cab Steps - Black Molded	\$	445
BL2	Spray-in Bed Liner - ( 6-3/4" Bed )	\$	489

**COLOR:**  
Z1 Oxford White      Std

**INTERIOR:**  
AS 40/20/40 Vinyl Seats - Medium Earth Gray ( XL )      Std

**DELIVERY - \$1.50 PER MILE ONE-WAY**      \$ 270

**Total Price ( each )**      **\$ 27,101**

**STATE CONTRACT TERMS:**      **PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE:** ( Required at time of Order ) \_\_\_\_\_

**DATE:** ( Required at time of Order ) \_\_\_\_\_

**PURCHASE ORDER NUMBER:** ( Required )  **Quantity:** ( Required )

**INFORMATION: PICKUP OR DELIVERY IS REQUIRED NO LATER THAN FIVE (5) DAYS AFTER NOTICE OF READY FOR DELIVERY**

## Dee Dee Brandt

---

**From:** Tim Manuel  
**Sent:** Tuesday, February 25, 2020 1:19 PM  
**To:** Dee Dee Brandt; Jennifer Bush  
**Cc:** Jay Whitman; Curtis Cooper; Tim Manuel  
**Subject:** Purchasing Request Water Trucks  
**Attachments:** Purchasing Request Water Trucks.docx; Truck Quote.pdf

Replacing 459 – New F250 instead of a F550 (\$50,000) that was budgeted

Replacing 420 – New F250 instead of a F150 (\$26,000 not sufficient for pulling and Cost \$26,469) Cost for F250 \$27,101

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

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

[1] That the City of Fairhope did request and receive RFQs for Labor for the Inside Sheetrock Repairs and Painting of the Clubhouse at Quail Creek Golf Course for the Recreation Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Labor to complete renovations to the Clubhouse at Quail Creek Golf Course by Seale Quality Construction and Renovations in the amount of \$9,500.00 plus the City supplying paint and supplies in the amount of \$2,526.16 for a total project cost of \$12,026.16.

Adopted on this 12th day of March, 2020

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure services for the inside sheetrock repairs and painting of the Clubhouse at Quail Creek Golf Club as part of the renovation

Project Location: Quail Creek Golf Club

Presented to City Council: 3/12/2020

Funding Request Sponsor: Pat White, Recreational Director  
Jeff Marks, Golf Pro  
Lance Cabaniss, Building Maintenance Supervisor

Project Cash Requirement Requested:  
Cost: \$ 12,026.16 (\$9,500 for labor plus \$2,526.16 paint) City will provide paint and supplies

Vendor: Seale Quality Construction and Renovations

Project Engineer: n/a

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

Department Funding This Project

General  Gas  Electric  Water  Sewer  Gas Tax  Cap Prodi  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  **Golf-50**  Golf Grounds-55  Museum-70  Debt Service-85

Project will be: Expensed \_\_\_\_\_ Capitalized XXX Inventoried \_\_\_\_\_

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

Expense Code: 001500-50475  
G/L Acct Name: Capital Improvements

Project Budgeted: \$ 15,000.00  
Balance Sheet Item- Included in projected cash flow \$0.00

Over (Under) budget amount: \$ (2,973.84)

Comments: The City will supply the paint, sheetrock and trim as required.

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

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

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

City Council Prior Approval/Date? No

City Treasurer: Kim Creech Finance Director: Jill Cabaniss, MBS Mayor: Karin Wilson

Purchasing Memo Date: 2/19/2020 Purchasing Memo Date: 2/19/2020 Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020 Request Approved Date: 3/3/2020 Approved Date: 3/3/2020

Signatures: Kim Creech Jill Cabaniss, MBS Mayor Karin Wilson



## MEMO

Karin Wilson  
Mayor

To: Kimberly Creech, Treasurer

From:   
Delores A Brandt, Purchasing Manager

Date: February 19, 2020

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

Re: Greensheet approval to procure services for the inside sheetrock repairs and painting of the Clubhouse at Quail Creek Golf Club as part of the renovation. Budgeted at \$15,000.00 for FY2020 for the Recreation department's Golf division

Lisa A. Hanks, MMC  
City Clerk

The City of Fairhope Recreation Department's Gold Division is requesting approval to award the purchase of services to repair and replace any needed sheetrock, and paint the entire Clubhouse interior. The amount budgeted for this procurement is FIFTEEN THOUSAND DOLLARS (\$15,000.00). Three quotes were obtained for the labor only for this project and the lowest quote is **NINE THOUSAND FIVE HUNDRED DOLLARS CENTS (\$9,500.00)** from **Seale Quality Construction and Renovations**. The City will supply the paint, sheetrock and trim as required.

Kimberly Creech  
Treasurer

Please compose a greensheet approval for this under \$10,000 FY2020 budgeted request for labor to complete renovations to the Clubhouse at Quail Creek Golf Club by Seale Quality Construction and Renovations in the amount of \$9,500.00

Cc: file, P White, Jeff Marks, L Cabaniss, G Ladd

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

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

# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Marks

Date: 2/14/2020

Department: Rec. - Golf

## ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Interior sheetrock and repaint - clubhouse
2. What is the total cost of the item or service? \$9500.00
3. Where will the item or service be physically located? Quail Creek Golf Clubhouse
4. What is the primary function of the item or service? renovation
5. How many do you need? 1
6. Item or Service Is:  New  Used  Replacement  Annual Request
7. When do you anticipate implementation? Upon approval - TBD
8. Additional Information or Comments: Click or tap here to enter text.
9. Vendor Name: Seale Quality Construction and Renovations
10. Vendor Number: 4892

## BUDGET INFORMATION

1. Is it budgeted?  Yes  No  Emergency Request
2. If budgeted, what is the budgeted amount? \$15,000
3. What is the Capital Project Name or Operating Budget Code: Sheetrock/Woodwork, 1500- 50475 Click or tap here to enter text.
4. Check any applicable boxes:  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

*Email completed form with quotes and other supporting documentation to  
[deedee.brandt@fairhopeal.gov](mailto:deedee.brandt@fairhopeal.gov) and [jennifer.bush@fairhopeal.gov](mailto:jennifer.bush@fairhopeal.gov).*



## Dee Dee Brandt

---

**From:** George Ladd  
**Sent:** Tuesday, February 18, 2020 1:53 PM  
**To:** Dee Dee Brandt  
**Subject:** Painting Quotes for Quail Creek Club

The Quotes for ; Coastal Painters , Pro1Painter and Seale Quality Construction & Renovation were all base off of meeting with me at the clubhouse and doing a walk through. In our walk through I pointed out all the repairs need and explained to the that the whole inside of the building need to prepped and painted. I also explained to they that the city for provide all the materials need and that all we need was a quote for the labor involved.

Coastal Painters and Seal Quality Construction & Renovation Quoted the job like I ask. For some reason Pro1-Painter Still ended up Quoting Materials as well.

Let me know if this will work for you.

Thanks  
George Ladd



SHERWIN-WILLIAMS.

02/27/20 3:57 PM

CUSTOMER ORDER

Page: 1 of 1

CUST#: 6692-7236-1  
JOB: 1 CITY OF FAIRHOPE  
BILL TO: CITY OF FAIRHOPE  
ATTN WAYNE SMITH  
PO BOX 429  
FAIRHOPE

STORE:2610 SHERWIN-WILLIAMS  
367 S GREENO RD  
FAIRHOPE AL 36532 1904  
PHONE: (251) 928-1598  
FAX: (251) 928-9363

TYPE: STORE  
CUST PO#: 0089584  
CONTROL#: 0089584  
ORDER#: OE0089584A2610  
ENTRY DATE: 02/27/20  
REQUIRED DATE: 02/27/20  
CANCEL DATE:  
EMPLOYEE: Hendrix, Brett T  
STATUS: IN PROCESS  
CONTACT:  
PHONE:  
DELIVERY: NO  
INSTALL: NO  
DEMONSTRATION: NO  
CUST ORDER JOB:

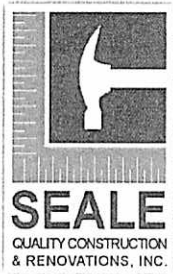
AL 36533 0429

SHIP TO:  
THIS IS NOT AN INVOICE

SALES	SIZE	PRODUCT / MFG NBR	DESCRIPTION	QTY ORDERED	PRICE	EXTENDED PRICE	STATUS	S-W PURCHASE ORDER	SALES ORDER TERM/TRAN
6510-28193	5 GAL	A88W01251	SPR INT SG EXTRA	15.00	42.77	641.55	COMMITTED		
6011-32921	5 GAL	B30175151	MH INLXFL EW	25.00	18.77	469.25	COMMITTED		
6508-65033	5 GAL	B20W12551	FM 200 0 EG EXTRA	35.00	28.29	990.15	COMMITTED		
154-8423	11 GZ	OL0950A	950A SIL ACR LTX CLK	24.00	2.49	59.76	COMMITTED		
		Discount (\$20.00)				- 11.95			
154-8528	EACH	304716	EASY SAND 45 18# BAG	3.00	14.89	44.67	COMMITTED		
		Discount (\$15.00)				- 6.70			
573-4262	EACH	2090-48EVP	2090-48MM CONTR PACK	5.00	17.99	89.95	COMMITTED		
153-5400	EACH	CP-002	CP002 M SNDNG SPNG	50.00	2.09	104.50	COMMITTED		
		Discount (\$20.00)				- 20.90			
161-9345	EACH	H35W12-400	12X400 .31MLHD PLAST	2.00	22.99	45.98	ON ORDER		
731-8728	EACH	35166/9SW	BLDR PAPER 35"X166'	12.00	12.49	149.88	COMMITTED		
		Discount (\$20.00)				- 29.98			
SUB TOTAL						2526.16			
TAX						.00			
ORDER TOTAL						2526.16			

THIS IS NOT AN INVOICE

# Seale Quality Construction & Renovations, Inc.



Work Site: Quail Creek Clubhouse  
Interior Wall Repair and Repaint

Date: 2/10/20

Clubhouse Interior Wall Repair and Repaint Labor	
Clean and Prep Interior Walls, Ceiling and Trim for Repaint Repair Sheetrock Where Necessary	\$9,500.00
<b>Total</b>	<b>\$9,500.00</b>

Coastal Painters, Inc.

Byron Yoder  
P.O. Box 2174  
Daphne, Al 36526  
251 626-5222

# PROPOSAL

DATE	ESTIMATE #
2/7/2020	1477

NAME / ADDRESS
City of Fairhope Attn: George Ladd georgel@fairhopeal.gov

Job Name
Golf ClubHouse

DESCRIPTION	TOTAL
Scope of Work: To repaint interior ceilings, walls and trim. Sheetrock repairs, using materials supplied by owner. Labor only:	15,400.00

<b>TOTAL</b>	\$15,400.00
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ALL QUOTES ARE GOOD FOR 45 DAYS FROM DATE OF ESTIMATE.

Pro1Painters, Inc.  
8386 Jonesboro Rd, Suite A  
Daphne AL  
36526  
251.621.1100



Estimator: Kevin Wison  
251-487-0638 cell

# Estimate

City of Fairhope George Ladd  
george.ladd@fairhopeal.gov  
19841 Quail Creek Dr  
Fairhope, AL 36532  
251-259-6675

Estimate # 2823  
Estimate Date 01/29/2020

Job Address/Name:  
Quail Creek clubhouse

Item	Description	Price
Foyer	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Crown Molding: Prep and Apply finish coat, Baseboards: Prep and Apply two finish coats, Door frames (4), Front door unit, French door unit	
Dining Room	Wall 11-15: Prep and Apply two finish coats, Ceiling: Prep and Apply finish coat., Columns (4), Counter openings and frames, Beams, French door unit, Double exit door and frame, Door frame (2), Cased opening	
Kitchen	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Door frame (0.5)	
Rear foyer	Interior Walls: Apply Finish Coats, Exit door unit (1), Single door and frame, Door frames (2), Cased opening (1), Ceiling: Prep and Apply finish coat.	
Pro shop	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Repair seams, Exit door unit (2), Single door and fra, (1), Door frames (3), Cased opening (1), Baseboards: Prep and Apply two finish coats, Misc trim, Window Sills: Prep and Apply two finish coats (12)	
Pro shop office	Walls 8-10: Prep and Apply two finish coats., Baseboards: Prep and Apply two finish coats, Door frame (1), Cased opening (1), Window Sills: Prep and Apply two finish coats (2), Ceiling: Prep and Apply finish coat.	
Pro shop storage	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Ceiling , Skim coat rough spot, Baseboards: Prep and Apply two finish coats, Door frames (3), Closet	

Pro1Painters, Inc.  
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Daphne AL  
36526  
251.621.1100



Estimator: Kevin Wison  
251-487-0638 cell

Item	Description	Price
Storage clubs	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Baseboards: Prep and Apply two finish coats, Shelving, Window Sills: Prep and Apply two finish coats (1), Door frame (1)	
Employees only restroom	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Baseboards: Prep and Apply two finish coats, Door frame (1)	
Men's locker room	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Baseboards: Prep and Apply two finish coats, Column and beam, Door frames (3)	
Men's restroom A	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Door frames (5), Closet	
Men's restroom B	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Door frame (1)	
Jeff office	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Baseboards: Prep and Apply two finish coats, Window Sills: Prep and Apply two finish coats (2), Door frame (2)	
Women's restroom	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Ceiling repairs, Door frames (6), Closet	
Women's locker room lounge	Walls 8-10: Prep and Apply two finish coats., Baseboards: Prep and Apply two finish coats, Window Sills: Prep and Apply two finish coats (3), Door frames (3), Ceiling: Prep and Apply finish coat.	
Women's locker room	Walls 8-10: Prep and Apply two finish coats., Ceiling: Prep and Apply finish coat., Baseboards: Prep and Apply two finish coats, Door frames (2)	
<b>Total :</b>		<b>\$19,923.75</b>

Customer to provide all paint

Pro1Painters, Inc.  
8386 Jonesboro Rd, Suite A  
Daphne AL  
36526  
251.621.1100



Estimator: Kevin Wison  
251-487-0638 cell

# Terms & Conditions

## Terms

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

All estimates reflect cash or check payment. Payment by other than check or cash will result in a non cash adjustment of 4% to the balance.

CONTRACTORS LICENSE NO. S-51858

UNFORESEEN OR CONCEALED CONDITIONS. PRO1PAINTERS IS NOT RESPONSIBLE FOR UNFORESEEN CONDITIONS. EXAMPLES, ROTTEN OR WET WOOD, MOISTURE INTRUSION ETC. DISCOVERY OF UNFORESEEN CONDITIONS MAY RESULT IN ADDITIONAL CHARGES TO CORRECT THE ISSUES. WE WILL NOTIFY YOU, THE CLIENT, PRIOR TO ANY ACTION FOR YOUR WRITTEN APPROVAL OF REPAIR.

1. Unless otherwise specified Pro1Painters uses Sherwin Williams Resilience or Duration Paint for exterior applications and Sherwin Williams Duration Paint for interior applications. ( Or equal Benjamin Moore Paints Products)

2. Interior Preparation (If Applicable)

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

We will scrape, patch and sand patches. Before applying final coats, we will re-inspect and patch walls as necessary. Wall and ceiling cracks will be filled with spackling compound. When the compound is dry, we will sand it smooth. We also will scrape and sand rough areas created by previous paint failure.

We will apply a stain sealer to water and tannin wood stains.

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

Pro 1 Painters will clean up work areas at the end of each day. Debris will be taken away. When the job is completed, unused paint will be labeled and left at the job.

3. Exterior Preparation (If Applicable)

Pro 1 Painters will protect all necessary areas with drop cloths. Surfaces will be scraped of peeling paint and sanded.

Window sashes will be razor cleaned and washed. (If applicable.)

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

Pro1Painters, Inc.  
8386 Jonesboro Rd, Suite A  
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36526  
251.621.1100



Estimator: Kevin Wison  
251-487-0638 cell

Areas of bare wood will be primed.

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

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

#### 4. Paint

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

Pro1Painters offers up to three color choices in our standard agreement. (Ceiling white is also standard and is not counted as a color choice). Each additional color will require an additional charge of \$65.00 per additional color.

Please Note: Some accent colors are inherently less opaque and may require more than two coats to achieve a satisfactory and

uniform appearance. Therefore, using these colors may result in additional costs. If these colors are selected, customers will be notified before work begins in that area.

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

5. Marketing: Pro 1 Painters would like to place a small sign on the project.

#### 6. Work Standard

Pro 1 Painters is a member of the Painting Contractors Association.

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

Our work procedures follow the standards of the PCA Painting and Decorating Contractors of America, [www.pdca.org](http://www.pdca.org)).

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

#### 7. Customer Responsibility

Alarms must be turned off while work is in progress.

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

#### 8. Special Considerations for Structures Built Prior to 1978

Pro 1 Painters is a certified contractor in accordance with the EPA Repair, Renovation, and Painting.



Pro1Painters, Inc.  
8386 Jonesboro Rd, Suite A  
Daphne AL  
36526  
251.621.1100



Estimator: Kevin Wison  
251-487-0638 cell

#### 9. Cost

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

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

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

#### 10. Insurance

Pro 1 Painters' liability insurance and workman's compensation insurance are carried by Blackmon Insurance Agency (Jack Blackmon) 251-937-9585. Please feel free to contact our insurance carrier for a copy of a Certificate of Insurance.

#### 11. Limited Warranty

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

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

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

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

Commercial warranty will be 12 months. The exclusion also includes: Painted or stained horizontal walking surfaces (i.e. decks, floors and steps).

#### 12. Start and Completion Date and Payment Schedule

Upon your acceptance of this proposal the amount of the deposit is due which is 35% of the contract face value. The balance is to be paid in full to the Lead Painter on the last day of the job. Progress payments will be required throughout the course of the job on projects more than \$10,000.00.

#### 13. Acceptance of proposal

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

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

Pro1Painters, Inc.  
8386 Jonesboro Rd, Suite A  
Daphne AL  
36526  
251.621.1100



Estimator: Kevin Wilson  
251-487-0638 cell

Estimators Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

 \_\_\_\_\_  
Date 01/29/2020

Estimator Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

*Estimate #2823 for City of Fairhope George Ladd. Total Value: \$19923.75.*

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

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

[1] That the City of Fairhope hereby approves the payment for the Installation of Odor Control Unit for Twin Beech Area for the Wastewater Department to Ballcon, Inc. in the amount of \$6,144.00 which is an unbudgeted expense.

[2] Once the item arrived, it was discovered that this procurement did not include the installation of the unit, so Ballcon, Inc. was hired to perform the install.

Adopted on this 12th day of March, 2020

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

Attest:

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

Received 3/3/2020

COF Project No. LMM 1714

City of Fairhope  
Project Funding Request

Issuing Date: 3/3/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Installation of odor control unit for Twin Beech area Wastewater Department

Project Location: Twin Beech

Presented to City Council: 3/12/2020

Funding Request Sponsor: Mike Allison, Director of Operation  
Jay Whitman, Water and Sewer Superintendent  
Tim Manuel, Wastewater Plant Manager

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

Project Cash Requirement Requested:  
Cost: \$ 6,144.00

Vendor: Ballcon, 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 Prod  Impact

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-25  Civic-26  Street-35  Sanitation-40   
Fac Maint-45  Golf-50  Golf Grounds-55  Museum-70  Debt Service-85

Project will be: Expensed \_\_\_\_\_ Capitalized XXX Inventoried \_\_\_\_\_

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

Expense Code: 004-16055 Grant: \_\_\_\_\_ Federal - not to exceed amount  
G/L Acct Name: Constr-Wastewater System Impro State \_\_\_\_\_ City \_\_\_\_\_ Local \_\_\_\_\_

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

Over (Under) budget amount: \$ 6,144.00

Comments: Previous Director of Operations, requested the procurement of an Odor Control Unit to improve the odor generated by the wastewater transmission system in and around the Twin Beech lift station area. Once the unit arrived it was discovered that this procurement did not include the installation of the unit. Ballcon, Inc was hired to perform the install, at a cost of \$6,144.00.

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

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

City Council Prior Approval/Date? No

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

Purchasing Memo Date: 3/3/2020 Purchasing Memo Date: 3/3/2020 Delivered To Date: 3/3/2020

Request Approved Date: 3/3/2020 Request Approved Date: 3/3/2020 Approved Date: 3/3/2020

Signatures: Kim Creech Jill Cabanis, MBA Mayor Kann Wilson



## MEMO

Karin Wilson  
Mayor

To: Kimberly Creech, Treasurer

From:   
Delores A Brandt, Purchasing Manager

Date: March 3, 2020

Re: **Greensheet --CC Approval of unbudgeted under \$10,000 request for installation of odor control unit for Twin Beech area Wastewater 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

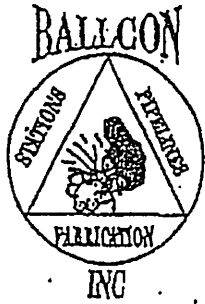
The previous Director of Operations, Richard Peterson, requested the procurement of an Odor Control Unit to improve the odor generated by the wastewater transmission system in and around the Twin Beech lift station area. Once the unit arrived it was discovered that this procurement did not include the installation of the unit. BALLCON, INC. was hired to perform the install, at a cost of **SIX THOUSAND ONE HUNDRED FORTY-FOUR DOLLARS (\$6,144.00)**.

**Please compose a greensheet to approve this unbudgeted procurement of installation services by BALLCON INC. of the odor control unit for the Twin Beech area as ordered by former Operations Director.**

Cc: file, Jay Whitman, Tim Manuel

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

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



SERVING THE  
ENERGY INDUSTRY

FAIRHOPE PUBLIC UTILITIES  
555 SOUTH SECTION STREET  
FAIRHOPE, AL 36533

ATTN: MR RICHARD PETERSON

THIS INVOICE COVERS ALL LABOR, MATERIAL AND EQUIPMENT  
USED IN STOPPING THE OVERFLOW AND ODOR PROBLEM AT LIFT  
STATION.

WE CERTIFY THAT ALL MATERIALS AND LABORS USED ON THIS  
PROJECT HAS BEEN PAID AND THE ACCEPTANCE OF FINAL PAY-  
MENT CONSTITUTES A WAIVER OF ALL CLAIMS BOTH PRESENT  
OR FUTURE.

INVOICE NO# 2019-8    AMOUNT DUE    \$6144.00

CITY OF FAIRHOPE

FEB 05 2020

ACCTS PAYABLE

SINCERELY

RICHARD BALL  
VICE PRESIDENT  
BALLCON, INC

Signature:   
Mike Allison (Feb 19, 2020)

Email: michael.allison@fairhopeal.gov

Mike Allison

E-signed 2020-02-19 07:19AM GST  
michael.allison@fairhopeal.gov



SAFETY  
QUALITY  
INTEGRITY

2070 Repoll Road.  
Mobile, Alabama 36695  
Phone (251-458-0160) FAX (251-634-3842)

6147.00

for installation of filter

② Twin Beech C.S.

---

Balcon

10400 Not to exceed

R

RESOLUTION NO. 3492-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council of Fairhope desires to improve the odor generated by the wastewater transmission system, and wishes to install an Odor Control Unit; a Wager Company, Model No. 2050-450 to reduce odors in and around the Twin Beech lift station area to unnoticeable levels.

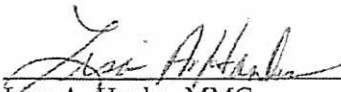
This installation will be used to measure the effectiveness of this type odor control system for possible use on a more system wide scale and applications as necessary.

Furthermore, the City Council approves the required funding for the Odor Control Unit at an amount estimated not to exceed \$10,450.00.

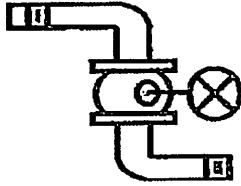
Adopted on this 12th day of August, 2019

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

Attest:

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





## GARY BROWN COMPANY

---

251-402-5353 C

**" SERVING UTILITIES SINCE 1967 "**

251-639-5011 F

**7490 BROCKTON LANE WEST**

**MOBILE, ALABAMA 36695**

**AUGUST 27, 2019**

**INVOICE # 082719**

**CITY OF FAIRHOPE**

**P. O. # 20196177-00 REQ # 6425**

**P. O. BOX 429**

**FAIRHOPE, AL. 36533**

**1 EA ODOR CONTROL MODEL # 2050-450 ODOR CONTROL  
SYSTEM WAGER COMPANY MODEL 2050-450 TWIN BEACH  
ROAD LIFT STATION.**

**1 EA WAGER # 2050-450**

**TOTAL \$ 10,450.00**

**TERMS; NET 30 DAYS**

**THANK YOU,**

  
**GARY A. BROWN**

CITY OF FAIRHOPE

SEP 05 2019

ACCTS PAYABLE

PACKING / INSPECTION FORM

ROBERT H. WAGER CO., INC.  
570 MONTROYAL ROAD  
RURAL HALL, NC 27045

336-969-6909

QF-82-04-1 (REV. A)  
ISSUED BY: QA  
EFF. DATE: 10/11/2005

SHIP TO:  
CITY OF FAIRHOPE  
555 SOUTH SECTION STREET  
PO: 20196177-00 MAIN WAREHOUSE  
FAIRHOPE, AL. 36532

ORDER NO. DATE PG NO.  
76329 08/23/19 1

CUSTOMER P/O NUMBER  
GAB-00004

UNITED STATES OF AMERICA  
CUSTOMER NO. SHIP DTE SHIP VIA  
GARYBROWN 08/23/19 BEST WAY

QTY ORDERED	ITEM NO./DESCRIPTION	UM	PICK SEQ	QTY SHIPPED
1.00	8-2050FAPC-IWS- SEWER VENT, 8" ODOR CONTROL INTAKE WATER SEP. 450LBS	EA	2050-450	.....1.....

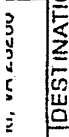
*Paul M. Davis*

8-27-19

PACKED/SHIPPED BY: \_\_\_\_\_ *SK* \_\_\_\_\_

DATE: 8/23/19

INSPECTED / RELEASED BY: \_\_\_\_\_



ESIES  
 www.esies-express.com  
 DESTINATION C/P.O.#  
 ORIGIN

SHIPPER/B/L OR GDE NUMBER  
 ESTES REV. ADV. REV. BYD REV.

CONSIGNEE  
 1097777  
 CITY OF FAIRHOPE  
 555 SOUTH SECTION ST  
 FAIRHOPE, AL 36530



0177-90352516

PRO NUMBER

ROUTE (CARRIERS F/B #, DATE AND INTERCHANGE POINTS)

0 9 5 0 5 1 0 3 4  
 0 9 5 0 5 1 0 3 4

BILL CHARGES TO

SHIPPER  
 1773817  
 ROBERT H WAGER CO INC  
 570 MONTROYAL  
 RURAL HALL, NC 27045

# S/W SKIDS DEL'D INTACT \_\_\_\_\_ # SKIDS DEL'D \_\_\_\_\_ # EMPTY SKIDS RET'D \_\_\_\_\_  
 GOOD ORDER  SHORT  OVER  DAMAGE

DESCRIBE EXCEPTIONS:

#	PCS.	HM	DESCRIPTION OF ARTICLES AND SPECIAL MARKINGS	WEIGHT/LBS	RATE	TOTAL CHARGES
1			PI SEWER VENT VALVE REF CO: 76529 ECTRL ID# 000000038270200 FUEL SURCHARGE 80000 AT 23.60% BL--ORDER76329 ID--76329 ID--86.15 ID--38270200 38,270.200 PO--GAB-D0004 GAB00004 ID--0059542670 THANKS FOR SHIPPIING ESTES EXPRESS LINES Call (851) 364-4201 for info	740		PAID

FIRM  
 Initial to Acknowledge Receipt of Service(s). Please Mail Annals  
 Shipments taking more than 30 minutes to load/unload  
 must be returned to warehouse within 90 days

ESIES EXPRESS RECEIPT OF SERVICE



**City of Fairhope**  
ACCOUNTS PAYABLE  
P.O. Drawer 429  
Fairhope, AL 36533  
(251) 928-2136

Check Date: 09/13/2019  
Check Number: 00134234

\$10,450.00

Pay Ten Thousand Four Hundred Fifty Dollars and 00 cents \*\*\*\*\*

To The  
Order Of

GARY BROWN COMPANY  
7490 BROCKTON LANE WEST  
MOBILE, AL 36695 united states

00134234

**FILE COPY  
NON - NEGOTIABLE**

City of Fairhope, AL 36533

Page 1 of 1

Check Number: 00134234

PO Number	Invoice Number	Description	Invoice Amount
20196177	082719	Odor Control Model # 2050-450 GL-004-16055	\$10,450.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
5570	GARY BROWN COMPANY	00134234	09/13/2019	\$10,450.00

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

**RESOLUTION OPPOSING CURRENT FORM OF LEGISLATION  
CREATING LANDMARK DISTRICTS WITHIN BALDWIN COUNTY**

**WHEREAS**, in recent years certain unincorporated communities within Baldwin County have requested designation as a “Landmark District” through Baldwin County local legislation proposing a local constitutional amendment; and

**WHEREAS**, a Landmark District is not a recognized legal entity under the laws of Alabama, and its powers and authorities are not defined or enumerated by any statutory or constitutional provision; and

**WHEREAS**, the sole basis for creation of a Landmark District appears to be to prohibit a municipality from annexing any property within the Landmark District by local acts of the legislature; and

**WHEREAS**, there is no uniform, consistent or transparent approach for defining the boundaries of proposed Landmark Districts. The attached Landmark District proposed by HB203 as the “Barnwell Landmark District” encompasses 44 square miles and includes portions of the corporate limits of the City of Fairhope. This large, over-inclusive boundary encompasses many disparate areas within Baldwin County which share little to no identity or heritage with the community of Barnwell and is representative of the ad hoc, arbitrary process which may be utilized to draw the boundaries of such Landmark Districts; and

**WHEREAS**, the proposed HB203, like other recently proposed Landmark District legislation, seeks to limit the annexation rights of existing municipalities by prohibiting annexation by local legislative act, while providing that any municipality which is later created within the Landmark District will have the right to annex by the same local legislative acts denied existing municipalities; and

**WHEREAS**, as City Councilmembers, it is understood that certain unincorporated areas of Baldwin County rightfully wish to maintain their sense of heritage and community, however, it is also true that these goals could be accomplished without creating over-large, over-inclusive and ill-defined Landmark District that seeks to impose undue limitations on existing municipalities; and

**WHEREAS**, as City Councilmembers, we express our willingness to work with our Local Delegation in Baldwin County, and with interested individuals in unincorporated areas, to better define the legal status of a Landmark District, to enumerate its authority and powers, if any, as well as any limitations on its powers and authority; and

**WHEREAS**, as City Councilmembers, we express our willingness to work with our local Delegation to establish a uniform, consistent and transparent process for defining and delineating the boundary of a Landmark District and also providing accountability to ensure that any process or procedure established is adhered to; now therefore,

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council opposes the current form of HB203 and opposes the introduction of any further bills to create Landmark Districts within Baldwin County until the aforementioned issues are agreed upon and worked out to the mutual satisfaction of all affected parties; and

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that this Resolution be provided to each member of the Baldwin County legislative delegation and to other interested members of the Alabama legislature.

ADOPTED AND APPROVED THIS THE 12TH OF MARCH, 2020

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk