

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 13 APRIL 2020 – 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 23 March 2020 Regular City Council Meeting, minutes of 23 March 2020 Work Session, minutes of the 6 April 2020 Special Emergency COVID-19 Meeting, and minutes of the 7 April 2020 Special Emergency COVID-19 Meeting.
2. Resolution – That the City Council hereby suspends Public Participation for Agenda and Non-Agenda items until further notice due to the “Shelter in Place” Order by the Alabama Department of Public Health and Governor; and will expire once the Order has been lifted.
3. Report of the Mayor
4. Council Comments
5. Ordinance – An Ordinance to repeal Ordinance No. 1565 and to Establish Vote Counting Devices for use in all Municipal Elections.
6. Ordinance – An Ordinance to adopt Regulations for Small Cell Technology Facilities in the City of Fairhope and amends Chapter 21 of the Fairhope Code of Ordinances.
7. Resolution – That due to the limitations on public gatherings and social distancing protocol pursuant to advisement of the Alabama Department of Public Health and Orders of the Governor: all public hearings of the City Council, Planning Commission, and Board of Adjustments and Appeals are postponed until further notice. Prior to resuming public hearings, an announcement will be made by the City Council at a future meeting.
8. Resolution – That Council President Jack Burrell is hereby authorized to negotiate and execute a Professional Engineering Services contract with Goodwin, Mills and Cawood to perform an Environmental Site Assessment including groundwater testing on the property located at NE Corner of Fairhope Avenue and Section Street (i.e. the Clock Corner). Said contract shall be negotiated with a not to exceed amount of \$10,000.00.
9. Resolution – That Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services for RFQ No. PS037-17 for CE&I Services for Sidewalks Between U. S. 98 and County Road 13; ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department, with Volkert, Inc., at a cost of the amendment not to exceed \$9,000.00. The request is due to the project entering into liquidated damages.
10. Resolution – That Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Shelby Concrete, d/b/a Baldwin Concrete, for the annual bid of Ready-mix Concrete for the City (Bid Number 013-19) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule.

11. Resolution – That Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with American Wholesale Grocery, d/b/a American Foods of Mobile, AL, for the annual bid for Food for Quail Creek Clubhouse (Bid Number 011-19) for an additional one year as per the terms and conditions of the original contract. The total not to exceed amount of \$45,000.00.
12. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid Number 020-18, Disaster Debris Removal and Disposal 2018, with CrowderGulf, LLC for an additional one year, as per the terms and conditions of the original contract; and based on per unit cost as specified in Bid Tabulation.
13. Resolution – That That the City of Fairhope approves the procurement of FY 2020 Inventory Supply of 2” Gas Tubing (21,000 feet) for the Gas Department with a cost of \$15,300.00 pursuant to Code of Alabama, 1975, Section 41-16-51(b)(7).
14. Resolution – That the City of Fairhope has voted to purchase Annual Service Agreement for the Dispatch Console for the Fairhope Police Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): “Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.” The cost will be \$26,659.44.
15. Resolution – That the City of Fairhope has voted to procure the Annual Services to Field Test 80 Rotary Gas Meters for the Gas Department in the amount of \$12,800.00 from Mid-South Meter & Regulator.
16. Resolution – That the City of Fairhope has voted to purchase one (1) E-ONE Custom Rescue Pumper Fire Truck for Fire Station #1 and the vehicle is available for direct procurement through the Houston-Galveston Area Council Contract FS12-19 which has been nationally bid; and therefore, does not have to be let out for bid. The total cost is \$517,157.000. This is a joint purchase between the City of Fairhope and the Fairhope Volunteer Fire Department with a 60/40 split. The City is paying up to \$331,000.00 from Impact Fees and the Fairhope Volunteer Fire Department is paying up to \$200,000.00.
17. Resolution – That the City of Fairhope has voted to procure one (1) Trane Split System Air Conditioning Unit for the Haven and the equipment is available for direct procurement through the CO-OP Contract through US Communities #18-362255-20 which has been nationally bid; and therefore, does not have to be let out for bid. The total unbudgeted cost is \$8,375.00.
18. Resolution – That Mayor Karin Wilson is hereby authorized to execute an Agreement between the City of Fairhope and the State of Alabama, acting by and through the Alabama Department of Transportation, for addition of turn lanes on CR-44 (Twin Beech Road) and the upgrading of traffic signals on CR-44 (Twin Beech Road) at SR-42 (US-98) in the City of Fairhope, Alabama. Project #ATRP2-02-2020-204; CPMS Ref# 100071097 and 100071098 – Right-of-way Acquisition and Construction Agreement with our cost estimate local match being \$198,957.00.

19. Resolution – That the City Council hereby approves the creation of a Tree Crew for the City of Fairhope’s Electric Department that will consist of a Crew Lead position (Grade 20) and two Equipment Operator III positions (Grade 18). These job positions already exist in our Compensation and Job Classification Plan. And approve the budget be amended to move the Tree Trimming expense to the appropriate expense codes for the following items: Personnel, knuckle boom truck converted from Public Works to Electric Department, and PPE and Tools.
20. Adjourn

**City Council Agenda Meeting - 5:30 p.m.
on Monday, April 13, 2020 – Council Chambers**

Next Regular Meeting – Monday, April 27, 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 Monday, 23 March 2020.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:07 p.m. The invocation was given by Councilmember Jimmy Conyers and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 12 March 2020, regular meeting; minutes of the 12 March 2020, work session; minutes of the 12 March 2020, agenda meeting; and minutes of the 16 March 2020 special emergency meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Council President Burrell said we need to come to a consensus on closure of parks and other areas. Councilmember Conyers stated he was okay to close all parks. Councilmembers Brown, Burrell, Robinson, and Boone said to leave open the ones without playgrounds. They all agreed to leave the boat ramp open.

City Clerk Hanks reminded the City Council that there were picnic tables and playground equipment in the North Beach area.

Mayor Wilson addressed the City Council and told them the Governor closed beaches. She commented when the article/posting went out, the pier was closed. She said the Pier and park area needs to be closed. Mayor Wilson said we need to keep our essential employees safe and healthy; and the Police Department is on the top of the list. She stated the most important thing is to “Flatten the Curve.” Mayor Wilson said we have an elderly community who is at risk and hopefully will stay at home.

Mayor Wilson announced the Directors are putting a Pandemic Plan together. She said whatever decision is made everyone will not be happy; and we need to be consistent so everyone will be safer not just congregating, but also social distancing. She said trails and sidewalks should remain open.

Council President Burrell said the resolution is desired to protect and should read until further notice. Councilmember Robinson commented we are closing areas that would affect most of our citizens. He said Tennis and Golf should remain open.

23 March 2020

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 11: a resolution that the City Council hereby authorizes the closing of the following parks and other public places:

- 1) Parks with playgrounds
- 2) Dog Park
- 3) City Pier and North Beach area

Said closures are to protect the health, safety, and welfare of the citizens of Fairhope due to the ongoing Coronavirus Pandemic. Said public areas shall be closed until further notice.

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

The following individuals spoke during Public Participation for Agenda Items:

- 1) Richard Thompson, 26 N. Bayview Avenue, addressed the City Council regarding the park closures: Dog Park and North Beach. He requested the City Council to readdress the North Beach being closed.
- 2) Jim Pech, 413 Azalea Avenue, addressed the City Council and questioned if Daphne will be doing the same as we are. He asked about the American Legion beach. The reply was this is a private beach.

Councilmember Robinson told everyone to stay safe and use good judgment at this time.

Councilmember Boone moved to grant the request of Planning & Zoning Manager Hunter Simmons requesting the City Council to Cancel the Planning Commission's Meeting and Work Session for April 6, 2020 and move all items to the next meeting which is scheduled for May 4, 2020. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of O'Donnell & Associates, Inc. for Professional Consulting Services to Monitor Groundwater Levels at Well Fields for the Water Department; approves and accepts the not to exceed amount of \$5,000.00; and hereby authorizes Mayor Karin Wilson to execute an annual renewable one-year contract with O'Donnell & Associates, Inc. Annual Groundwater Level monitoring at Well Fields (PS012-20). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 March 2020

RESOLUTION NO. 3671-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of O'Donnell & Associates, Inc. for Professional Consulting Services to Monitor Groundwater Levels at Field Wells for the Water Department; approves and accepts the not to exceed amount of \$5,000.00; and hereby authorizes Mayor Karin Wilson to execute an annual renewable one-year contract with O'Donnell & Associates, Inc. Annual Groundwater Level monitoring at Wellfields (PS012-20).

DULY ADOPTED THIS 23RD DAY OF MARCH, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of BMI Audit Services for Professional Services for the Audit of Dependent Eligibility for the City of Fairhope's Health Insurance Plan per the recommendation of City Treasurer Kim Creech; and hereby authorizes Mayor Karin Wilson to execute a contract with a total cost of \$10,369.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3672-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of BMI Audit Services for Professional Services for the Audit of Dependent Eligibility for the City of Fairhope's Health Insurance Plan per the recommendation of City Treasurer Kim Creech; and hereby authorizes Mayor Karin Wilson to execute a contract with a total cost of \$10,369.00.

DULY ADOPTED THIS 23RD DAY OF MARCH, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3654-20 and awards Bid No. 015-20 for Consecutive Replacement of Wells #1 and #8 for the Water Department to Griner Drilling Services, Inc. with a total bid proposal of \$159,960.00 for both Wells; and due to budget amounts the Water and Sewer Superintendent is requesting to use budget from "Three Million Gallon Tank-Outside Cleaning and Painting Repair (\$100,000.00). Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3673-20

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 Consecutive Replacement of Wells #1 and #8 for the Water Department (Bid Number 015-20) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On February 27, 2020, at the request of the Water Department, the City Council awarded the bid for only Well #8 to Griner Drilling Service, Inc. with a total bid proposal of \$83,214.00.

[3] The Water Department is desirous for the City Council to rescind Resolution No. 3654-20 and award the total bid for Consecutive Replacement of Wells #1 and #8 to Griner Drilling Services, Inc. with a total bid proposal of \$159,960.00 for both Wells.

[4] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3654-20 and awards Bid No. 015-20 for Consecutive Replacement of Wells #1 and #8 for the Water Department to Griner Drilling Services, Inc. with a total bid proposal of \$159,960.00 for both Wells; and due to budget amounts the Water and Sewer Superintendent is requesting to use budget from "Three Million Gallon Tank-Outside Cleaning and Painting Repair (\$100,000.00).

Adopted on this 23rd day of March, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2020

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Backhoe under a lease/purchase contract associated with Bid No. 035-15, Backhoe (CAT 420F2ST Backhoe Loader HWC00723) for Gas Department Lease/Purchase at a cost of \$48,615.00; and to authorize the Mayor to execute the buyout provision of the contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3674-20

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

[1] That the City of Fairhope has voted to purchase a Backhoe under a lease/purchase contract associated with Bid No. 035-15, Backhoe (CAT 420F2ST Backhoe Loader HWC00723) for Gas Department Lease/Purchase at a cost of \$48,615.00; and to authorize the Mayor to execute the buyout provision of the contract.

Adopted on this 23rd day of March, 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 purchase a Backhoe under a lease/purchase contract associated with Bid No. 038-15, Backhoe (CAT 420F2ST Backhoe Loader HWC00722) for Water Department Lease/Purchase at a cost of \$48,615.00; and to authorize the Mayor to execute the buyout provision of the contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

23 March 2020

RESOLUTION NO. 3675-20

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

[1] That the City of Fairhope has voted to purchase a Backhoe under a lease/purchase contract associated with Bid No. 038-15, Backhoe (CAT 420F2ST Backhoe Loader HWC00722) for Water Department Lease/Purchase at a cost of \$48,615.00; and to authorize the Mayor to execute the buyout provision of the contract.

Adopted on this 23rd day of March, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City Council reviewed an application for a Restaurant Liquor License by Robert Evans for The Hope Farm, LLC d/b/a The Hope Farm, located at 915 Nichols Avenue, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the closing of the following parks and other public places:

- 1) Parks with playgrounds
- 2) Dog Park
- 3) City Pier and North Beach area

Said closures are to protect the health, safety, and welfare of the citizens of Fairhope due to the ongoing Coronavirus Pandemic. Said public areas shall be closed until further notice. The motion was seconded by Councilmember Conyers.

23 March 2020

Councilmember Boone rescinded his motion.

Councilmember Boone moved to amend the resolution to add the words " Public property to be limited to 10 people or less" after the names public areas to be closed. The motion was seconded by Councilmember Robinson. Chief Hollinghead addressed the City Council and said she is trying to keep the Police Department personnel safe too. After further discussion, motion passed unanimously by voice vote.

Councilmember Boone moved for the adoption of the following resolution as amended above. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3676-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes the closing of the following parks and other public places:

- 1) Parks with playgrounds
- 2) Dog Park
- 3) City Pier and North Beach area

Public property to be limited to 10 people or less.

Said closures are to protect the health, safety, and welfare of the citizens of Fairhope due to the ongoing Coronavirus Pandemic. Said public areas shall be closed until further notice.

Adopted on this 23rd day of March, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2020

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

- 1) Richard Thompson, 26 N. Bayview Avenue, addressed the City Council and questioned closing the sandy beaches due to play toys. He said you can remove the swings and other playground items.

Councilmember Robinson stated the Governor closed the beaches.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:10 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session
at 5:00 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 23 March 2020.

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

Council President Burrell called the meeting to order at 5:00 p.m.

The following topics were discussed:

- The Discussion of Planning Commission Meeting scheduled for April 6, 2020 was first on the agenda. Planning and Zoning Manager Hunter Simmons addressed the City Council and said the Open Meetings Act amendment by Governor Ivey does not address Public Hearings. He recommended for the City Council to cancel because we cannot hold meeting and not allow public to speak. Mr. Simmons said there is also a Work Session scheduled at 4:00 p.m. regarding family subdivision. He commented we may have to hold a Special Meeting to catch up.
- Operations Director Michael Allison addressed the City Council regarding Tree Trimming and Lineman Jobs. Mayor Wilson announced she would be giving her Mayor's Report after the Council meeting is adjourned.

Mr. Allison told the City Council that the bid for the Tree Trimming came in high, so there are several options the City could do: (1) rebid and separate departments; (2) use our Electric crews; or (3) hire a Tree Trimming Crew. Mr. Allison said the cost for a Tree Trimming Crew would be around \$235,000.00 to \$236,000.00; and the budgeted amount was \$275,000.00 for Burford to trim. He said the crew would have a Crew Leader and two Equipment Operators and would be available to help other departments when needed.

Mr. Allison commented that the City has 62 miles to be trimmed which is not large enough for larger vendors to bid, so we ended up with a bid over a million dollars. The consensus of the City Council was to go forward with his proposal and bring back to them.

Mr. Allison and City Clerk Lisa Hanks briefly explained Agenda Number 8: a Resolution to rescind Resolution No. 3654-20 and award Bid No. 015-20 for Consecutive Replacement of Wells #1 and #8 for the Water Department to Griner Drilling Services, Inc. with a total bid proposal of \$159,960.00 for both Wells; and due to budget amounts the Water and Sewer Superintendent is requesting to use budget from "Three Million Gallon Tank-Outside Cleaning and Painting Repair (\$100,000.00).

Monday, March 23, 2020

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Council President Burrell commented we may have to cut Work Sessions. He said we do not know where we will be in two weeks.

- Mayor Wilson addressed the City Council with Discussion of Pandemic Measures taken by the City of Fairhope; and commented she is fine with not having a Work Session.

Council President Burrell said we should cut Sales Tax Projections in half; and then look at what we may have to cut from the budget. He commented that items already approved cannot be cut. Mayor Wilson said we need to postpone until further notice. Council President Burrell said you cannot unilaterally stop an item. He said the Council decides on expenditures.

The City Council discussed what measures needed to be taken for parks, beaches, the pier, etc. "What will be allowed and what will not be allowed." Council President Burrell said he heard a rumor we were closing Pier Street boat ramp.

Councilmember Robinson said to block parking and pier based on what Governor stated last week. He said playgrounds are not safe because we cannot disinfect. People are being left inside and should be able to play ball but disallow organized activities. He said walking trails should be left open.

Mayor Wilson commented it is virtually impossible to monitor parks and we need to keep citizens safe.

Councilmember Conyers said we need to close down pier, parks and playgrounds. Pedestrian friendly areas need to be left open. He said open air okay to foot traffic and maintain social distances.

Councilmember Brown said he agreed with Councilmember Robinson. He said we cannot tell someone what they should do. Councilmember Brown stated the boat ramp closure is going too far.

Councilmember Boone commented closing to traffic is okay, but open to foot traffic using social distancing from each other. He said when you are the only beach in town, please will come.

The consensus of the City Council was to leave boat ramp open; close all parks with playgrounds; blockade road to the Pier and the Pier; and leave open walking trails.

Councilmember Brown said he wanted to leave open parks and let people decide for themselves. Chief Hollinghead commented Saturday was okay, but Sunday was busy. Chief Hollinghead said her fear is there would be more foot traffic in the North Beach area; and we have one officer who monitors the barricade. Councilmember Robinson commented we need to shut down the entire area. Councilmember Boone said we are trying to keep the Community safe and this is a work in progress.

Council President Burrell commented we have run out of time and need to begin the City Council meeting. He said the City Council could discuss this more under "Council Comments."

Monday, March 23, 2020

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There being no further business to come before the City Council, the meeting was duly adjourned at 6:05 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

6 April 2020

NOTICE AND CALL OF SPECIAL MEETING

Notice is hereby given of a special emergency meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Monday, 6 April 2020, at 9:30 a.m., for the purpose of:

- ❖ Resolution approve selection of True North Emergency Management for COVID-19 Management Services not to exceed \$10,000.00.
- ❖ Resolution approve the selection of Hope Hicks with Ball, Ball, Matthews & Novak for HR related Consulting Services with a not to exceed limit of \$5,000.00.

Signed electronically via Teleconference
Jack Burrell, Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Emergency Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein.

Signed / Jay Robinson

Signed / Jimmy Conyers

Signed / Robert Brown

Signed / Kevin Boone

Attest:

Signed / Lisa A. Hanks, MMC
City Clerk

6 April 2020

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in special emergency session at 9:30 a.m. via Teleconference for COVID-19 related Items, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 6 April 2020.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone (arrived at 9:45 a.m.), Mayor Karin Wilson, City Attorney Marcus McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order at 9:40 a.m.

Council President Burrell announced that the Special Emergency Meeting was called to adopt the following items related to COVID-19: a resolution that the City Council approves the selection of True North Emergency Management to perform Professional Consulting Services for COVID-19 Management Services (RFP No. PS001-20; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,000.00; and a resolution that the City Council approves the selection of Hope Hicks with Ball, Ball, Matthews & Novak for HR related Consulting Services; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$5,000.00.

Council President Burrell and City Treasurer Kim Creech explained the need for the resolution. There were six responses to the RFQ, and True North was the vendor selected based on their qualifications. Ms. Creech said this will be based on an hourly basis; and may be reimbursable if FEMA gets involved. Ms. Creech said it would be reported on a FEMA Project Work Sheet.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of True North Emergency Management to perform Professional Consulting Services for COVID-19 Management Services (RFP No. PS001-20; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

6 April 2020

RESOLUTION NO. 3677-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of True North Emergency Management to perform Professional Consulting Services for COVID-19 Management Services (RFP No. PS001-20); and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,000.00.

DULY ADOPTED THIS 6TH DAY OF APRIL, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Hope Hicks with Ball, Ball, Matthews & Novak for HR related Consulting Services; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$5,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Council President Burrell, City Treasurer Kim Creech, and City Clerk Lisa Hanks explained the need for this resolution and why we were using this firm. Ms. Creech recommended Ms. Hicks and said she was knowledgeable in municipal and governmental law.

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6 April 2020

RESOLUTION NO. 3678-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Hope Hicks with Ball, Ball, Matthews & Novak for HR related Consulting Services; and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$5,000.00.

DULY ADOPTED THIS 6TH DAY OF APRIL, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 9:50 a.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

7 April 2020

NOTICE AND CALL OF SPECIAL MEETING

Notice is hereby given of a special emergency meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Tuesday, 7 April 2020, at 4:30 p.m., for the purpose of:

- ❖ Discussion of Curfew for City of Fairhope.

Signed electronically via Teleconference
Jack Burrell, Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Emergency Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein.

Signed / Jay Robinson

Signed / Jimmy Conyers

Signed / Robert Brown

Signed / Kevin Boone

Attest:

Signed / Lisa A. Hanks, MMC
City Clerk

7 April 2020

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in special emergency session at 4:30 p.m. via Teleconference for COVID-19 related Items, 161 North Section Street, Fairhope, Alabama 36532, on Tuesday, 7 April 2020.

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

There being a quorum present, Council President Burrell called the meeting to order at 4:33 p.m.

Council President Burrell announced that the Special Emergency Meeting was called to discuss a possible curfew.

Mayor Wilson began the discussion and said we have been taking precautions to flatten the curve. She said the City of Fairhope is doing great. Mayor Wilson said she has been watching the experts and other Cities ahead of us a couple of weeks. She named multiple Cities and Towns that have curfews; and once one is in place for the City it could help. She commented kids are bored and this will be easier for parents. Mayor Wilson said this will be a conservation to help and protect others.

Chief Hollinghead said she is concerned on the impact the Police Department. She said the curfew may make people stay inside. Chief Hollinghead said there is nothing in place to enforce, but we have only had to break up a few groups. She said we have had no major issues.

Councilmember Robinson stated he had just finished reading the Mobile Ordinance and said this would put more of a burden on our Police Department if enacted than not enacted. He said there would be more exposure to the Police Department and citizens. Councilmember Robinson stated no one should be out from 10:00 p.m. to 5:00 a.m.; and if not working we can look at this again. He commented we need teeth behind it. Councilmember Robinson said this would create more exposure; and it is not necessary at this time.

Councilmember Conyers stated he was in favor of the curfew; and we need to be more aggressive to fight the virus.

7 April 2020

Councilmember Brown said a curfew would create more duty and exposure for the Police Department. He said it is not necessary and is more for civilian criminal acts like during a Hurricane.

Councilmember Boone stated he concurred with Councilmembers Robinson and Brown. He said this would create more exposure and there is no reason for a curfew at this time. He commented Mobile has 29 officers affected with the virus.

Mayor Wilson said the City has bought face shields and PPE for its employees; and it is all about being proactive. Councilmember Robinson said he was concerned with Mobile's Ordinance and pulling over each car; and has concerns with spreading the virus. He said we would have more problems than fixes.

Council President Burrell stated there is not a lot of lawlessness; and most everyone is social distancing. He said a curfew is for protecting from lawlessness. Council President Burrell stated the "Shelter in Place" should have more teeth. He said a curfew would add another layer on top of the Governor's "Shelter in Place."

Councilmember Robinson told Chief Hollinghead that is she came to him with the need for this, I would enact in a moment. Chief Hollinghead replied this may or may not help. She said we have been successful so far with what we are doing; and commented a County-wide curfew would be better.

Councilmember Conyers said he was not thinking we would pull over cars, but kids are out of school right now.

Council President Burrell asked for a motion to approve the Order for the Curfew. City Attorney McDowell said that this must be an Ordinance. City Clerk Hanks commented she did not know it had to be an ordinance. Mayor Wilson suggested to wait until Monday evening for adopting. Councilmember Robinson said we could introduce it tonight. Council President Burrell commented we could introduce it and suspend the rules and vote on it tonight. City Clerk Hanks stated the wording is exactly the same as an ordinance and just needs a number added and the introduction "be it resolved by the Governing Body, etc."

Councilmember Conyers introduced in writing an Ordinance to enforce a Stay at Home Order and Public Safety Curfew for the City of Fairhope, Alabama during the COVID-19 Public Health Emergency. In order to take immediate action, Councilmember Boone moved for immediate consideration. Seconded by Councilmember Brown, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

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Councilmember Conyers then moved for final adoption of the Ordinance. Seconded by Councilmember Boone, motion for final adoption failed by the following voice votes: AYE - Conyers. NAY – Burrell, Robinson, Brown, and Boone.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 5:06 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby suspends Public Participation for Agenda and Non-Agenda items until further notice due to the "Shelter in Place" Order by the Alabama Department of Public Health and Governor; and will expire once the Order has been lifted.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO REPEAL ORDINANCE NO. 1565
AND TO ESTABLISH THE USE
OF ELECTRONIC VOTE COUNTING DEVICES
FOR USE IN ALL MUNICIPAL ELECTIONS**

WHEREAS, Chapter 7 of Title 17 of the Alabama Code of 1975, and the regulations adopted pursuant thereto by the Alabama Electronic Voting Committee, provide for the use of Electronic Vote Counting Systems; and

WHEREAS, Section 17-7-21 of the Code of Alabama 1975 provides that a municipality may, in its discretion, by adoption of an appropriate ordinance, authorize, adopt, and direct the use of electronic vote counting systems for use in all elections held in such municipality;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Fairhope, Alabama that for all elections held subsequent to the passage of this ordinance, that Baldwin County supplies the City of Fairhope with voting devices and that the City of Fairhope adopts the DS200 Electronic Vote Counting System that the County will use or any subsequent model device, which complies with Section 17-7-21 of the Code of Alabama and also adopts the ExpressVote System that the County will use or any subsequent model device, which complies with Section 17-2-4 of the Code of Alabama; and any regulations adopted pursuant thereto, is hereby authorized for the reporting, counting, and tabulating of any and all election results.

BE IT FURTHER RESOLVED, that the Mayor of the City of Fairhope is hereby directed to file a copy of this ordinance with the Secretary of State as provided in Section 17-7-21 of the Code of Alabama 1975.

ADOPTED this the 13th day of April, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1565

**AN ORDINANCE TO REPEAL ORDINANCE NO. 1364
AND TO ESTABLISH THE USE
OF ELECTRONIC VOTE COUNTING DEVICES
FOR USE IN ALL MUNICIPAL ELECTIONS**

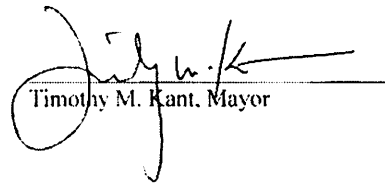
WHEREAS, Chapter 7 of Title 17 of the Alabama Code of 1975, and the regulations adopted pursuant thereto by the Alabama Electronic Voting Committee, provide for the use of Electronic Vote Counting Systems; and

WHEREAS, Section 17-7-21 of the Code of Alabama 1975 provides that a municipality may, in its discretion, by adoption of an appropriate ordinance, authorize, adopt, and direct the use of electronic vote counting systems for use in all elections held in such municipality:

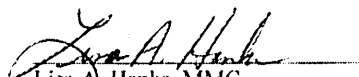
NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Fairhope, Alabama that for all elections held subsequent to the passage of this ordinance, that Baldwin County supplies the City of Fairhope with voting devices and that the City of Fairhope adopts the DS200 Electronic Vote Counting System that the County will use or any subsequent model device, which complies with Section 17-7-21 of the Code of Alabama and also adopts the AutoMARK Voter 87000 System that the County will use or any subsequent model device, which complies with Section 17-2-4 of the Code of Alabama; and any regulations adopted pursuant thereto, is hereby authorized for the reporting, counting, and tabulating of any and all election results.

BE IT FURTHER RESOLVED, that the Mayor of the City of Fairhope is hereby directed to file a copy of this ordinance with the Secretary of State as provided in Section 17-7-21 of the Code of Alabama 1975.

ADOPTED this the 25th day of January, 2016


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1565 Published in
FAIRHOPE COURIER
on January 26, 2016
Lisa A. Hanks City Clerk

ORDINANCE NUMBER _____

**AN ORDINANCE TO ADOPT REGULATIONS FOR
SMALL CELL TECHNOLOGY FACILITIES IN THE
CITY OF FAIRHOPE, ALABAMA**

WHEREAS, The City Council of the City of Fairhope, Alabama seeks to facilitate the availability of reliable, personal wireless communication services for its citizens and the public by permitting the placement of Small Cell Technology Facilities and associated Support Structures along the Rights-Of-Way and on private properties in the City; and

WHEREAS, the installation, expansion, and maintenance of Small Cell Technology Facilities and associated Structures on or along the Rights-Of-Way and on private properties might have significant impact upon: (1) the aesthetic values and historical character of the City; (2) safe use and passage on or along the Rights-of-Way by the public; and (3) properties and property values in the City in areas where such Structures are placed; and

WHEREAS, the Federal Telecommunications Act of 1996 (the "Act") and regulations promulgated with respect to the Act by the Federal Communications Commission ("FCC) authorize local governments to enact responsible regulations for the placement, expansion, height, and maintenance of Small Cell Technologies Facilities and associated Support Structures; and

WHEREAS, as provided in this Ordinance, the City seeks to mandate, where feasible, the colocation of Small Cell Technology Facilities on existing poles and other Support Structures as opposed to installation of new Structures; and

WHEREAS, the above-noted colocation and other provisions of this Ordinance are intended to be consistent with the Act and its associated regulation; and

WHEREAS, the adoption of the regulations, procedures, and requirements in this Ordinance will permit Applicants and Providers to enhance the provision of personal wireless service and protect the public welfare, health, safety and interests of the City's citizens.

THEREFORE, BE IT ORDAINED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA AS FOLLOWS:

Chapter 21 of the Fairhope Code of Ordinances entitled "Telecommunications" is hereby amended as Ordinance Number _____; and is hereby adopted and shall be inserted in the Fairhope Municipal Code as follows:

ARTICLE III. SMALL CELL TECHNOLOGY FACILITIES

Section 1. Definitions.

The following definitions shall apply in the interpretation of this Ordinance:

- A. *Abandonment* or *Abandons* means that, following the placement of Small Cell Technologies Facilities (and associated Accessory Equipment) or Support Structures in the City pursuant to a permit issued to a Provider or

an Applicant, any of the following has occurred: (a) for any reason the Facilities cease to be used to transmit signals, data, or messages or otherwise be used for their intended purposes for a period of ninety (90) days; (b) the City revokes the permit for placement and use of those Facilities due to nonpayment of applicable fees, the failure of the Provider or Applicant to comply with conditions in the permit or in this Ordinance concerning them, or other valid reason; or (c) the Provider or Applicant fails to perform any of its responsibilities, obligations and requirements in this Ordinance or in a permit that relate to the installation, construction, maintenance, use or operation of the Facilities, Accessory Equipment or Support Structures, and that breach remains uncured for a period of sixty (60) days after the City provides written notice of the breach to the Provider or Applicant.

- B. *Accessory Equipment* means any equipment other than an antenna that is used in conjunction with Small Cell Technology Facility arrangements. This equipment may be attached to or detached from a Small Cell Technology Wireless Support Structure, and in includes, but is not limited to, cabinets, optical converters, power amplifiers, radios, DWDM and CWDM multiplexers, microcells, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, and related equipment on or in the immediate vicinity of a Support Structure.
- C. *Antenna* means communications equipment that transmits and receives electromagnetic radio signals, is attached to a Small Cell Technology Wireless Support Structure and is used to communicate wireless service.
- D. *Applicant*, whether singular or plural, means a personal wireless service provider, an entity that is authorized by a personal wireless service provider to apply for or receive a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure in the City, or an entity certificated by the Alabama Public Service Commission to provide telecommunication service.
- E. *Application* means a formal request submitted to the City for a permit to install, construct, modify or maintain a Small Cell Technology Facility and related Accessory Equipment or Support Structure.
- F. *City* means the City of Fairhope, Alabama.
- G. *City Council* means the City Council of the City of Fairhope, Alabama.
- H. *City Engineer* means the person appointed by the City Council as the City Engineer of the City. The City Engineer includes any employee of the City or other person designated by the City Council to perform the responsibilities of this Ordinance.
- I. *Colocation* means the placement or installation of a new Small Cell Wireless Technology Facility or related Accessory Equipment on an existing pole or other Support Structure that is owned, controlled or leased by a utility, the City or other person or entity.
- J. *Personal Wireless Service Provider or Provider* means an entity that provides personal wireless communication services to the public or citizens of the City on a commercial basis and is authorized by the FCC to provide those services.
- K. *Private Property* means real property located within the corporate limits of the City that does not lie within the Right-of-Way.
- L. *Provider* – see Personal Wireless Service Provider.

- M. *Right-Of-Way* or *Rights-Of-Way*, whether singular or plural, means the surface and space in, upon, above, along, across, over and below any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, sidewalks and bicycle lanes, including all public utility easements and public service easements within those places, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. This term shall not include county, state, or federal Rights-of-Way or any property owned by any person or entity other than the City.
- N. *Small Cell Technology Facility(ies)* or *Facilities*, whether singular or plural, means and includes the following types of Structures: (a) antenna; and (b) associated Accessory Equipment.
- O. *Small Cell Technology Wireless Support Structure, Support Structure* or *Structure*, whether singular or plural, means a freestanding structure designed or used to support, or capable of supporting, Small Cell Technology Facilities, including, but not limited to, utility poles, street light poles, traffic signal structures, rooftops, attics, or other enclosed or open areas of a building or accessory structure, a sign, or a flag pole. These terms do not include any decorative and architecturally significant street light poles that are inappropriate for use as a Support Structure as determined by the City Engineer.
- P. *Stealth Technology* means one or more methods of concealing or minimizing the visual impact of a Small Cell Technology Facility (and associated Accessory Equipment) and Support Structure by incorporating features or design elements which either totally or partially conceal such Facilities or Equipment. The use of these design elements is intended to produce the result of having said Facilities and associated Structures blend into the surrounding environment and/or disguise, shield, hide or create the appearance that the Facilities architectural component of the Support Structure.

Section 2. Permit Required to Place Small Cell Technology Facilities in Rights-Of-Way.

- A. Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on the Right-Of-Way, or substantially modifying the position or characteristics of any such existing Facility thereon.
- B. The City Engineer will review and administratively process any request for a permit to determine whether, in the exercise of the City Engineer's reasonable discretion, it should be issued for the location and in the manner requested by the Applicant. In this process, the burden is on the Provider or Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory equipment or Support Structure on the Right-of-Way is the minimal physical installation which will achieve the goal of enhancing the provision of personal wireless service when considering all pertinent factors discussed in the provision immediately below. Except as set forth in this section this permitting process will be administrative and not require the approval of any City Board or City Official other than the City Engineer. The factors, requirements and guidelines that the City Engineer may consider

and will apply when determining whether to issue a permit for placement of Small Cell Technology Facilities and associated Structure on the Right-Of-Way include, but are not limited to, the following:

1. the demonstrated need for placing the Structures at the requested location and geographic area in order to deliver or enhance personal wireless service;
2. the visual impact of placing the Support Structure or Facilities in the subject area;
3. the character of the area in which the Structures are requested, including surrounding buildings, properties, and uses;
4. whether the appearance and placement of the requested Structures is aesthetically consistent with the immediate area;
5. whether the Structures are consistent with the historic nature and characteristics of the requested location;
6. the Applicant's or Provider's network coverage objective and whether the Applicant or Provider should use available or previously unconsidered alternative locations to place the Support Structures or Facilities;
7. Colocation. To the extent practical, all Facilities and associated Accessory Equipment that are placed in the City shall be attached to a pre-existing Support Structure that is owned, controlled or leased by a utility, franchisee, the City or other entity. If the Applicant demonstrates that no colocation opportunities exist in the area where a technologically documented need for a Facility exists, the Applicant may request that a new pole or other Support Structure be installed in that area for purposes of constructing the Facilities. Before any new Support Structure is permitted, each of the following must occur:
 - a. The Applicant must have provided the City written evidence that no practical colocation opportunity exists. This evidence shall include, but not be limited to, affidavits, correspondence, or other written information that demonstrates that the Applicant has taken all commercially reasonable actions to achieve colocation in the requested location or area, that the Applicant has perused but been denied access to all potential colocation sites in the subject area (and the reasons for any such denial(s)), and otherwise show that the Applicant is unable to co-locate on an existing Support Structure;
 - b. The City Engineer must recommend the placement of a new Support Structure in the Right-of-Way; and
 - c. The City Council must approve the recommendation of the City Engineer to issue a permit that includes the placement of a new Support Structure in the Right-of-Way. The City Council will consider whether to approve any such new Structures at a regular Council meeting that will be conducted as soon as practical after the City Engineer's recommendation is made.
8. If a Facility is attached to a utility pole or other Support Structure in the Right-Of-Way, no antenna or other part of the Facility shall extend no more than five (5) feet above the height of that structure; provided that, in the event that the Applicant

demonstrates that National Electric Safety Code regulations or other factors create an undue hardship in complying with this height requirement, the City Engineer may permit a Facility to extend up to ten (10) feet above the height of such Support Structure;

9. The Accessory Equipment shall, if reasonably possible, be placed at least ten (10) feet above the ground;
10. The color of Antenna and Accessory Equipment shall be compatible with that of the Support Structure;
11. The Facility (including the Accessory Equipment) shall not be illuminated;
12. Whether the proposed installation could cause harm to the public or pose any undue risk to public safety;
13. Whether the proposed installation may interfere with vehicular traffic, passage of pedestrians, or other use of the Right-Of-Way by the public; and
14. If the proposed installation will disturb conditions on the Right-Of-Way, whether the Applicant can demonstrate its ability and financial resources to restore the subject area to its pre-existing condition following installation.

C. Application Process.

1. At a minimum, each application for a permit shall contain all of the following:
 - a. Engineering drawings depicting the type of Facilities, Support Structure, and means and points at which such Facilities and associated Accessory Equipment will be attached to a Support Structure;
 - b. Map(s) designating with specificity the location(s) of the requested Facilities;
 - c. If the Facilities will be located on a Support Structure on the Right-Of-Way that is owned by any entity other than the City or the Applicant, a copy of any license, lease, agreement or other documentation evidencing that the owner of that Support Structure authorizes the Facilities to be attached thereto or agrees in principle to authorize that attachment, provided that, if a representation is made to the City that the attachment has been authorized in principle by the owner of the Support Structure but the Applicant subsequently fails to furnish the City documentation that finalizes any such agreement, the City may refuse to issue the requested permit until that documentation is provided, or, if the City issues the requested permit before receiving such final documentation, the subject permit may be revoked and any license to use that part of the Right-Of-Way be rescinded.
 - d. If the Applicant requests permission to place Facilities on a new Support Structure, the substantiation therefor required by Section 2, Paragraph B-7 of this Ordinance.
 - e. An application shall not be deemed complete until the Applicant has submitted all documents, information, forms and fees specifically enumerated in this Ordinance that pertain to the location, construction, or configuration of

- f. the Facilities or Support Structures at the requested location(s). Within thirty (30) calendar days after an application for permit is submitted, the City shall notify the Applicant in writing if any additional information is needed to complete that application or supplemental information is required to process the request. If the City does not notify the Applicant in writing that the application is incomplete within thirty (30) days following its receipt, the application is deemed complete.
2. Time for Processing Application. Unless another date is specified in a written agreement between the City and the Applicant, the City will have the following time periods to make its final decision to approve or disapprove an application for a permit contemplated in this Ordinance and advise the Applicant in writing of that determination:
 - a. Sixty (60) calendar days from the date an application for a permit is filed with respect to a request to co-locate Facilities on an existing Support Structure; and
 - b. Ninety (90) calendar days from the date an application for a permit is filed with respect to a request to attach Facilities to a new Support Structure.

To the extent additional information is required to complete the application after it is filed, the applicable calendar day review period set forth in this subsection shall be tolled and not continue to run until the Applicant has provided any missing or requested supplemental information; provided that tolling shall not occur if the City does not advise the Applicant in writing of the incompleteness of a submitted application within thirty (30) days after that submission.
3. Reconsideration/Appeal. Any Applicant that desires reconsideration of an administrative decision by the City Engineer to deny a request for a permit to place a Facility or Support Structure on the Right-Of-Way may seek review, modification or reversal of that decision by the City Council by submitting a request for reconsideration with the City Clerk within twenty-one (21) calendar days following the City Engineer's decision. That request for reconsideration will be considered by the City Council at a regular Council meeting that will be conducted as soon as practical after the request for reconsideration is made. If no request of reconsideration is submitted, the decision of the City Engineer will be final. Additionally, the Applicant, within thirty (30) days following a decision by the City Council to deny either a) a request for reconsideration or b) a decision by City Council to not approve the placement of a new Support Structure on the Right-of-Way, may appeal either of those decisions by the City Council to the Sixteenth Circuit Court of Baldwin County, Alabama, as applicable. If no appeal of those decisions of the City Council is made, those will be deemed final.

D. Additional Requirements. Any Provider or Applicant to whom a permit is issued, and that places Facilities and associated Support Structures on the Right-Of-Way also shall comply with the following requirements as long as those Facilities and Support Structures are on or under the Right-of-Way:

1. Prior to installing the Facilities or Support Structures, the Applicant shall provide the City a certificate(s) of insurance evidencing that it has obtained and will maintain the following types of insurance in connection with its operations on or use of the Right-Of-Way:

a. General Liability Coverage insuring the risk of claims for damages to persons or property arising from or related to the installation, construction, maintenance, operation or any use of the Facility or Support Structure placed on or along the Right-of-Way by the Applicant (or any of their contractors) with minimum limits of \$1,000,000 per occurrence; and

b. Workers Compensation Insurance as required by statute.

The General Liability coverage shall list the City of Fairhope, Alabama as an additional insured, and may be provided through a combination of a primary and umbrella policies. All insurance policies shall be furnished by insurers who are reasonably acceptable to the City and authorized to transact business in the State of Alabama. On an annual basis following initial installation, the Applicant also shall furnish the City a Certificate indicating that the above-noted coverage remains and will remain in effect. The City shall allow the applicant to provide a certificate of self-insurance in lieu of these provisions and must affirm adequate financial security on the part of the self-insured entity.

2. All Facilities and associated Support Structures shall be installed, erected, maintained and operated in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.

3. Following the installation of any Facilities and associated Support Structures, the Provider or Applicant, upon reasonable request and for good cause, shall furnish the City Engineer a written certification from a licensed professional engineer in the State of Alabama stating that those Structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Support Structures should fail at any time to comply with applicable laws and regulation, the Provider or Applicant, at either of their expense, shall cause those Structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to them from the City Engineer of non-compliance, or cease all personal wireless service operations

- related to those Structures until the Applicant or Provider comes into full compliance with said laws and regulations.
4. The Facilities and associated Support Structures must at all times be maintained in good and safe condition. On no more frequent than a triennial basis, the City Engineer may request that the Provider or Applicant, at either of their expense, furnish certification from a professional engineer who is licensed in the State of Alabama that the Facilities and Support Structures are in sound condition. Should that engineer deem those Structures unsound, the Provider or Applicant shall furnish to the City Engineer a plan to remedy any unsafe conditions or structural defect(s) and take that remedial action at the Provider or Applicant's expense.
 5. Each Applicant or Provider that applies for a permit to place Facilities (including the Accessory Equipment) and Support Structures on the Right-Of-Way and installs and utilizes those Structures shall defend, indemnify and hold the City and its employees or officials, harmless from all demands, losses, expenses (including attorney's fees and court costs), claims for personal injury or property damage, judgments or liabilities of any type that may be asserted or claimed against the City (or its employees or officials) by any third person, firm or entity that arise out of or relate in any manner to the following: 1) the installation, construction, maintenance, use or operation of the permitted Facilities, Accessory Equipment or any Support Structure on or about the Right-Of-Way; and 2) the failure of the Provider or Applicant to perform any of their respective responsibilities, obligations, and permit requirements in this Ordinance. Notwithstanding the foregoing, the Provider or Applicant shall not be obligated to indemnify the City for claims resulting from the sole negligence or willful acts of the City (or its representatives).
- E. Permit and License Fees. The Applicant for a permit to place Facilities and associated Support Structures on the Right-of-Way shall pay the following types of fees:
1. An application and review fee to be paid when an application is submitted for (i) Permits for the placement of Communications Facilities that are not poles, \$500 for up to five Communications Facilities plus \$100 for each additional Communications Facility included in the permit; and (ii) for Permits for the placement of Communications Facilities that are poles, \$1,000.
 2. An annual license fee shall be as follows: (i) for new Provider poles or ground mountings and any Communications Facilities initially installed thereon by Provider, \$270 per site, per year, per Permit; (ii) for attachments of Communications Facilities to third-party poles, \$270.00 per site, per year, per Permit; (iii) and for Communications Facilities installed on any city-owned structure, \$270.00 per site, per year, per permit.

F. Removal, Relocation or Modification of Small Wireless Facility in the Right-of-Way.

1. Ninety (90) Day Notice to Remove, Relocate or Modify. Whenever the City reasonably determines that the relocation is needed as described below, then within ninety (90) days following written notice from the City, the Applicant shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any small wireless Facilities within the Rights-Of-Way whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for (excluding beautification-only projects), as follows:

- a. the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the Rights-Of-Way; and/or
- b. if required for the construction, completion, repair, relocation, or maintenance of a City improvement or project in or upon, or the operations of the City in or upon, the Rights-Of-Way; and/or
- c. because the small cell Facility or its related equipment is interfering with or adversely affecting proper operation of any City-owned light poles, traffic signals, or other equipment in the Public Way; and/or
- d. to protect or preserve the public health or safety.
- e. In any such case, the City shall use its best efforts to afford Applicant a reasonably equivalent alternate location. If Applicant shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, the City shall be entitled to relocate the Equipment at Applicant's sole cost and expense, without further notice to Applicant. If, at any time during the Term for which the permit is granted, the City determines that utility Facilities will be placed underground in an area including any City-owned Facilities upon which Applicant has installed Equipment, Applicant and the City will cooperate in good faith on the design and installation, at Applicant's costs, of suitable replacement of Applicant's Facilities, including decorative streetlight poles; and Applicant agrees that if reasonably required by the City Engineer or his designee in order to ensure appropriately even and level lighting within a previously unlighted area, additional Facilities, which may include decorative streetlight poles beyond or more numerous than those required for Applicant's Facilities, shall be installed. Applicant agrees that decorative streetlight poles may be required by the City in the future in the place of initially-installed standard-design streetlight poles, in which replacement of the Applicant's Facilities and Equipment on decorative streetlights that were initially installed standard-design streetlight poles shall be solely at Applicant's cost.

Further, Applicant agrees that in such instances and at such time as replacement poles are installed, the City may reasonably require that the configuration and/or location of ground furniture (which references any equipment on the ground that is needed to supply power or backhaul services to the small cell Facility) and/or pole-mounted equipment or equipment cages be changed (such as changing from pole-mounted equipment cages to ground furniture), in the discretion of the City.

2. Emergency Removal or Relocation of Facilities. The City retains the Right and privilege to cut or move any small wireless Facility or related structure located within the Rights-of-Way of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall notify the Applicant and provide the Applicant an opportunity to move its own Facilities, if possible, prior to cutting electrical service or removing a Facility and shall notify the wireless Provider after cutting or removing a small wireless Facility.

Section 3. Placement of Small Cell Technology Facilities on Private Property.

- A. A Provider or Applicant must obtain a permit from the City before placing, installing, or constructing any Small Cell Technology Facility (and associated Accessory Equipment) on any Support Structure that is located on private property, or substantially modifying the position or characteristics of any such existing Facility thereon.
- B. The City Engineer will review and administratively process any request for a permit to determine whether, in the exercise of the City Engineer's reasonable discretion, it should be issued for the location and in the manner requested. In this process, the burden is on the Applicant to demonstrate that the placement of the proposed Small Cell Technology Facility and associated Accessory Equipment or Support Structure on private property is the minimal physical installation which will achieve the technological goal of enhancing the provision of personal wireless services. Except as set forth in this section, this permitting process will not require the approval of any City Board or City official other than the City Engineer. The factors, guidelines and requirements that the City Engineer may consider and will apply when determining whether to issue a permit for placement of Facilities and any associated Accessory Equipment or Support Structure on private property include, but are not limited to, the following:
 1. The factors and requirements set forth in Section 2 of this Ordinance;
 2. Colocation. The guidelines in Section 2 of this Ordinance to utilize existing poles and Support Structures for the placement of Facilities and Accessory Equipment are also applicable when considering whether to permit the installation of those Facilities and Support Structures on private property, provided that City Council approval is not required before a permit is issued to place a new pole or other Support Structure on private property if that action is appropriate.

3. The Provider or Applicant shall use Stealth Technology when installing the Facilities and associated Accessory Equipment on any building or accessory to that building that is located on private property. Further, Stealth Technology should be used when placing Facilities on other types of Support Structures on private property unless the Applicant can reasonably demonstrate that, given the nature of the requested application, the use of such Technology is (a) unnecessary; or (b) impractical.
4. If Facilities are placed on an existing or new building or accessory to that building, the following dimensional regulations shall apply:
 - a. Façade-mounted antennas shall not extend above the face of any wall or exterior surface of the building.
 - b. Roof-mounted antennas and Accessory Equipment may be permitted on buildings in accordance with the following table:

Height of Building	Maximum Height of Facility above Highest Point of Roof	Required Setback from Edge of Roof of Building
Up to 15 feet	8 feet, including antenna	1 foot for every foot of height of equipment
15-35 feet	10 feet, including antenna	1 foot for every foot of height of equipment
More than 35 feet	12 feet, including antenna	1 foot for every foot of height of equipment

- c. The antenna component of the Facilities shall be limited to a maximum height of three (3) feet and a maximum width of two (2) feet; provided that authorization to install antenna up to six (6) feet in height may be permitted if a showing of the technological need for such equipment is made and other requirements of this Section are met.
 - d. Accessory Equipment must be located in an equipment cabinet, equipment room in an existing building or in an unmanned equipment building. If the equipment building is freestanding, it shall conform to the Fairhope Municipal Code with respect to building setbacks, that building shall not exceed 400 square feet, and its overall height shall be limited to 15 feet (if located on the ground) measured from the finished grade. Further, if an equipment building or cabinet is located in a residential zone, or the nearest adjoining property is in a residential zone, that building, or cabinet shall be surrounded by landscaping to provide a screen of the same height as the building or cabinet.
5. Application Process. Except as provided in paragraphs a and b immediately below, the same application process that is set forth in Section 2 (c) will be utilized when processing any request for a permit to place Facilities or Support Structures on private property, except that:

- a. City Council approval to install a new Support Structure on private property is not a condition for a permit to place Facilities thereon; and
 - b. If the Facilities are located on private property that is not owned or exclusively used by the Applicant, instead of providing the documentation contemplated in Section 2(c)(1)(c), the Applicant shall present a license, lease, agreement or other documentation indicating that owner of said property authorizes the Applicant the Rights to place the Facilities thereon and access thereto, or that such owner agrees in principle to grant the Applicant those Rights; provided that, if a representation is made to the City that the owner of private property has agreed in principle to grant those Rights but the Applicant subsequently fails to furnish the City documentation that finalizes any such agreement, the City may refuse to issue the requested permit until the documentation is provided, or, if the City issues the requested permit before receiving such final documentation, the subject permit and license may be revoked.
6. Additional Requirements. Any Provider or Applicant to whom a permit is issued and that places Facilities and associated Support Structures on private property also shall comply with the following requirements as long as those Facilities and Support Structures are located thereon:
- a. All Facilities and Support Structures shall be installed, erected, and maintained in compliance with applicable federal and state laws and regulations, including, but not limited to, regulations of the FCC.
 - b. At least triennially following the installation of the Facilities or associated Support Structures, upon reasonable request and for good cause, the Applicant shall furnish the City Engineer a written certification from a professional engineer licensed in the State of Alabama indicating that those Structures have been inspected and are being maintained, operated and used in compliance with all applicable laws and regulations, including those of the FCC that pertain to the transmission of wireless communication signals. For purposes of this provision, "good cause" shall mean circumstances have arisen that indicate the Facilities and associated Support Structures have been damaged, are not functioning in compliance with applicable laws and regulations, or otherwise pose a hazard to the public. If those Structures fail at any time to comply with said laws and regulations, the Provider or Applicant shall cause those Structures to be brought into compliance with said laws and regulations within fifteen (15) days of the date of any written notice to either of them of such non-compliance, or cease all personal wireless communications operations related to those Structures until the Provider or Applicant comes into full compliance with applicable laws and regulations.

- c. The Facilities and associated Support Structures on private property must at all times be maintained in good and safe condition.
- C. Permit and License Fees. The Provider or Applicant for a permit to place Facilities and associated Support Structures on private property shall pay the following types of fees that are enumerated in the City's officially adopted Fee Structure Ordinance as amended:
1. a permit application and review fee of \$200.00 to be paid when an application is submitted; and,
 2. a permit issuance fee of \$100.00 per each Support Structure on private property contemplated for attachment.

Section 4. Abandonment of Facilities on Right-of-Way.

If a Provider or Applicant abandons any Facility (including the Accessory Equipment) or an associated Support Structure (collectively "Facilities" for purposes of this Section) that is located on the Right-Of-Way, the following rights and obligations shall exist. The City may require the Provider or Applicant, at their expense, to remove and reclaim the abandoned Facilities within sixty (60) days from the date of written notice of Abandonment given by the City to them and to reasonably restore the condition of the property at which the Facilities are located to that existing before they were installed. If the Provider or Applicant fails to remove and reclaim its abandoned Facilities within such 60-day period and the Facilities are located on the Right-Of-Way, the City shall have the rights to:

1. remove them and charge its expense of any such removal operation to the account of the Provider or Applicant,
2. purchase all abandoned Facilities at the subject location from the Provider or Applicant in consideration for \$1.00,
3. at the City's discretion, either resell the abandoned Facilities to a third party or dispose and salvage them; provided that the proceeds of any resale of abandoned Facilities by the City to a third party shall be credited to the account of the Applicant or Provider that used those Facilities before the abandonment, and
4. charge any expense incurred by the City to restore the Right-of-Way to the account of the Provider or Applicant.

Section 5. Colocation.

To promote the public interest that is served by co-locating Facilities and associated Accessory Equipment on existing Support Structures and thereby mitigating the installation of additional Support Structures throughout the City, no person or entity (including any Provider, Applicant, utility, or franchisee) that utilizes an existing Support Structure that is located on Right-of-Way or on private property in the City and has space available thereon may deny a Provider or Applicant the Right to use or access an existing Support Structure for purposes of attaching Facilities permitted by this Ordinance without sound operational, technological or other good reason.

Ordinance No. ____

Page -14-

Section 6. Non-Applicability.

The placement of an antenna(s), Facilities or equipment related to the following types of wireless communication services are exempt from regulation under this ordinance:

- A. Amateur radio service that is licensed by the FCC if the Facilities related thereto are not used or licensed for any commercial purpose; and
- B. Facilities used by any federal, state or local government or agency to provide safety or emergency services.

Section 7. Repealer.

All Ordinances or parts of ordinances heretofore adopted by the City Council of the City of Fairhope, Alabama that are inconsistent with the provisions of this Ordinance are hereby expressly repealed.

Section 8. Severability.

If any part, section or subdivision of this Ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this Ordinance, which shall continue in full force and effect notwithstanding such holding.

Section 9. Effective Date.

This Ordinance shall become effective immediately upon adoption and publication as provided by Alabama law.

DONE, ORDERED, APPROVED and ADOPTED this the 13th day of April, 2020.

Karin Wilson, Mayor

ATTESTED BY:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That due to the limitations on public gatherings and social distancing protocol pursuant to advisement of the Alabama Department of Public Health and Orders of the Governor: all public hearings of the City Council, Planning Commission, and Board of Adjustments and Appeals are postponed until further notice. Prior to resuming public hearings, an announcement will be made by the City Council at a future meeting.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Council President Jack Burrell is hereby authorized to negotiate and execute a Professional Engineering Services contract with Goodwin, Mills and Cawood to perform an Environmental Site Assessment including groundwater testing on the property located at NE Corner of Fairhope Avenue and Section Street (i.e. the Clock Corner). Said contract shall be negotiated with a not to exceed amount of \$10,000.00.

Adopted on this 13th day of April, 2020

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services for RFQ No. PS037-17 for CE&I Services for Sidewalks Between U. S. 98 and County Road 13; ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department, with Volkert, Inc., at a cost of the amendment not to exceed \$9,000.00. The request is due to the project entering into liquidated damages.

DULY ADOPTED THIS 13TH DAY OF APRIL, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

APR 6 '20 PM 5:39
Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Amendment #1 to RFQ No. PS038-17 CE&I for New Sidewalk between US98 and CR13 for ALDOT Tap Grant TAPPA-TA17

Project Location: Between US98 and CR13

Presented to City Council: 4/13/2020

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 9,000.00

Vendor: Volkert, 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 Health

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 103-55877
G/L Acct Name: US98 & CR13 Sidewalks

Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City
\$0.00 Local

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

Over (Under) budget amount: \$ 9,000.00

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

Capital Lease: _____ - Payment _____ Term _____

Comments:
 The request is due to the project entering into liquidated damages, causing the CE&I to exceed the budgeted amount by \$9,000.00. We will have a saving on the amount paid to the contractor.

City Council Prior Approval/Date? No

City Treasurer: _____ Finance Director: _____ Mayor: _____

Purchasing Memo Date: 4/2/2020 Purchasing Memo Date: 4/2/2020 Delivered To Date: 4/2/2020

Request Approved Date: 4/2/2020 Request Approved Date: 4/2/2020 Approved Date: 4/14/20

Signatures: Kim Creech Jill Cabaniss, MBA Mayor Karin Wilson



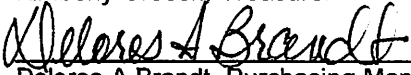
MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

Date: April 2, 2020

Re: City Council to approve additive Amendment # 1 to **RFQ No. PS038-17 CE & I Services for New Sidewalks Between US98 and CR13 for ALDOT Tap Grant TAPAA-TA17 (937)**

The City hired a professional engineering firm for **RFQ No. PS038-17 CE & I Services for New Sidewalks Between US98 and CR13 ALDOT TAP Grant No. TAPAA-TA17 (937)** on July 26, 2017 per our Procedure for Procuring Professional Services. The Mayor selected **Volkert Inc**, of Mobile, Alabama, to receive an RFQ (Request for Qualifications) for the project. City Council approved the selection of the firm and authorized the Mayor to negotiate the fee for the associated contract. The CE & I for this project is reimbursable by the grant and the Construction and CE & I cost estimate is \$484,371.13 with a maximum reimbursement of \$306,614.00. The negotiated not-to-exceed amount for this contract with Volkert, Inc is **FORTY-ONE THOUSAND SIXTY-FIVE DOLLARS (\$41,065.00)**. The Public Works, Director, Richard D, Johnson recommends the award of Amendment # 1 in the amount of **NINE THOUSAND DOLLARS (\$9000)**. **This request is due to the project entering into liquidating damages, causing the CE&I to exceed the budgeted amount by \$9,000.**

Please place on the next available City Council Agenda this request for City Council to approve Amendment #1 in the amount of \$9,000.00, and authorize the Mayor to sign this Amendment # 1 to the contract with Volkert, Inc, for. RFQ No. PS038-17 CE & I Services for New Sidewalks to Between US98 and CR13 ALDOT TAP Grant No. TAPAA-TA17 (937)

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

Cc: file, R Johnson

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

From: [Richard Johnson](mailto:Richard.Johnson@fairmoreca.gov)
 To: Accounts Payable@fairmoreca.gov
 Cc: [Kimberly Schuch](mailto:Kimberly.Schuch@fairmoreca.gov), [Don Cook](mailto:Don.Cook@fairmoreca.gov), [Ronald Burns](mailto:Ronald.Burns@fairmoreca.gov), [Terrence Gibson](mailto:Terrence.Gibson@fairmoreca.gov)
 Subject: Volkert CE&I PR - Final TAPAA-TA17(937)
 Date: Monday, March 23, 2020 7:13 33 AM
 Attachments: [Volkert - CE&I Prop - Sidewalks 1998 9 29 17 - SUBJECT Line 02-29-2020.pdf](#)

AP-

Please see attached - approved for payment paper and electronically.

Dee Dee:

This project entered into Liquidated Damages causing the CE&I contract to exceed budgeted amount by \$9,000.00. Please prepare the necessary paperwork for council to approve the increase in the PS Contract. With LD's applied, the construction contract will be coming in approximately \$90K under contract amount. This is an 80/20 grant. Even with the cost share we will be overall under budget with the City's match.

Thanks,

RDJ

Project Information:	Internal ID	Other Project #	Description	Engineer
	2018 PW-014	TAPAA-TA17(937)	TAP - Sidewalks on Twin Beech and Manley Rd	Volkert - CE&I Contract

Funding Information	Resolution #:	CO# RES3455-19	Appropriation:	\$41,065.00

Pay Request Information							
Pay Request #:	Pay Request #1	Pay Request #2	Pay Request #3	Pay Request #4	Pay Request #5	Pay Request #6	Pay Request #7
Date:	August 31, 2019	September 30, 2019	October 31, 2019	November 30, 2019	December 31, 2020	12-31-2020 LD	January 31, 2020
Amount:	\$1,897.70	\$13,214.04	\$11,264.39	\$10,553.06	\$4,135.81	\$4,123.27	\$3,520.65
	Pay Request #8	Pay Request #9	Pay Request #10	Pay Request #11	Pay Request #12	Pay Request #13	Pay Request #14
	February 29, 2020						
	\$1,324.91						
					Remaining Balance		-\$8,968.83

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

Volkert, Inc.
7110 University Court
Montgomery, AL 36117
334-260-3131
www.volkert.com

VOLKERT

February 29, 2019

Contract No. 1001400.390
CEI Services for Project
New Sidewalks between
US 98 & CR 13

City of Fairhope, AL
P.O. Box 429
Fairhope, AL 36532

CITY OF FAIRHOPE

MAR 18 2020

ACCTS PAYABLE

Gentlemen:

Enclosed is one (1) copy of Invoice No. 00702005 dated February 29, 2020, in the amount of \$1,324.91. This invoice covers services related to CEI Services for Project PW021-17 New Sidewalks between US 98 & CR 13 ALDOT Tap Grant No. TAPAA-TA17(937) in the City of Fairhope, AL per agreement dated April 20, 2018.

Please call at your convenience should you have any questions regarding these items.

Sincerely,



John W. Nelson
Vice-President

/gmn
Enclosures

Signature:

Email: richard.johnson@fairhopeal.gov

Invoice

VOLKERT

Remittance address to lockbox:
Dept. #2042
Volkert, Inc.
P. O. Box 11407
Birmingham, AL 35246-2042

CITY OF FAIRHOPE

MAR 18 2020

ACCTS PAYABLE

February 29, 2020

Project No:

1001400.390

Invoice No:

00702005

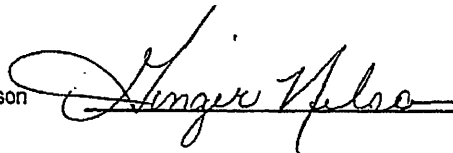
CITY OF FAIRHOPE AL
CITY OF FAIRHOPE
P O BOX 429
FAIRHOPE, AL

CEI Services related to Project PW021-17 New Sidewalks Between US 98 & CR 13 ALDOT Tap Grant No. TAPAA-TA17 (937) in the City of Fairhope, AL per agreement dated April 20, 2018.

Professional Services from January 25, 2020 to February 21, 2020

	Hours	Rate	Amount	
Inspector Level 2				
Rhodes, Gerald	1/31/2020	19.00	22.00	418.00
Rhodes, Gerald	2/21/2020	4.00	22.00	88.00
Inspector Level 1				
Rhodes, Nicolas	2/14/2020	4.00	15.75	63.00
Totals		27.00		569.00
Total Labor				569.00
Additional Fees				
Overhead	111.17 % of 569.00		632.56	
Profit	10.00 % of 1,201.56		120.16	
FCCM	0.56 % of 569.00		3.19	
Total Additional Fees			755.91	755.91
		Total this Invoice		\$1,324.91

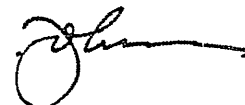
Authorized By: Ginger Nelson



Date:

2/29/2020

FINAL CE&I INVOICE ON THE PROJECT. CONTRACTOR IS BEING CHARGE \$9K+ IN LD'S TO OFFSET ADDITIONAL CE&I COST. ALDOT TAP GRANT REIMBURSABLE. REVIEWED AND APPROVED FOR PAYMENT. 3/23/2020 - Richard D. Johnson



Show Unposted Regular Hours Ovt Hours

Total for 0876381.3 36.00

Project: 1001400.3 NEW SIDEWALKS BTW US 98 & CR 13

Project Number: 1001400.390 NEW SIDEWALKS BTW US 98 & CR 13

Labor and Overhead

F744S0 B 02429 Rhodes, Nicolas 2/14/2020 4.00

F744R0 B 39182 Rhodes, Gerald 1/31/2020 19.00

F744R0 B 39182 Rhodes, Gerald 2/21/2020 4.00

Total for 39182 23.00

Total for Labor and Overhead 27.00

Total for 1001400.390 27.00

CITY OF FAIRHOPE
 MAR 18 2020
 ACCTS PAYABLE

Detailed Timesheet for the Period Ending 2/14/2020

Monday, February 17, 2020
7:56:26 AM

VOLKERT, INC

Employee: 02429 Rhódes, Nicolas S

Signed

Nick Rhodes

Approved

M. R. Davis P.E.

Submitted BY FAIRHOPE

Profit Center 02:G:F:390

MAR 18 2020

ACCTS PAYABLE

		Total Hr	Sat 2/8	Sun 2/9	Mon 2/10	Tue 2/11	Wed 2/12	Thu 2/13	Fri 2/14
1001400.390	NEW SIDEWALKS BTW US 98 & CR 13								
	F744S0								
	Reg								
	Ovt	4.00		4.00					
0448901.197	GENERAL ENGR SVCS - CEI								
00003	JACKSON RD WM RELOCATE								
	F744S0								
	Reg	26.00			6.00	6.00	6.00	8.00	
0448916.197	WATER & SEWER HDD FOR MCDONALD RD								
00002	CEI								
	F744S0								
	Reg	6.00			2.00	2.00	2.00		
0000045.390	PTO								
	F744S0								
	Reg	8.00							8.00
DAILY TOTALS									
	Reg	40.00			8.00	8.00	8.00	8.00	8.00
	Ovt	4.00		4.00					

Detailed Timesheet for the Period Ending 1/31/2020

Monday, February 3, 2020
9:34:03 AM

VOLKERT, INC

Employee 39182 Rhodos, Gerald J.

Signed Gerald Rhodos

Approved M. R. Davis P.E.

Profit Center 02:G:F:390

Submitted
CITY OF FAIRHOPE

0754600.390

CR8 WIDENING & SIGNAL IMPROVEMENTS

Client: CITY OF GULF SHORES AL

Total Hr	Sat 1/25	Sun 1/26	Mon 1/27	Tue 1/28	Wed 1/29	Thu 1/30	Fri 1/31
16.00			3.00	4.00	3.00	4.00	2.00

00009

CR8 WIDENING

Client: CITY OF FAIRHOPE AL

16.00			3.00	4.00	3.00	4.00	2.00
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1001400.390

NEW SIDEWALKS BTW US 98 & CR 13

Client: CITY OF FAIRHOPE AL

19.00				4.00	5.00	4.00	6.00
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0000043.390

TECHNICAL LABOR

Client: M/A (ACCTG USE ONLY)

5.00			5.00				
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DAILY TOTALS

40.00			8.00	8.00	8.00	8.00	8.00
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MAR 18 2020
ACCTS PAYABLE

Detailed Timesheet for the Period Ending 2/21/2020

Sunday, February 23, 2020

9:48:30 PM

VOLKERT, INC

Employee 39182 Rhodes, Gerald J

Signed

Gerald Rhodes

Approved

M. R. Davis PE

Submitted

Profit Center 02:G:F:390

CITY OF FAIRHOPE

0753100.390

FERN AVENUE RESURFACING

Total Hr.	Sat 2/15	Sun 2/16	Mon 2/17	Tue 2/18	Wed 2/19	Thu 2/20	Fri 2/21
16.00			4.00	4.00	4.00	4.00	

Client: CITY OF FOLEY AL

MAR 18 2020

0754600.390

CR8 WIDENING & SIGNAL IMPROVEMENTS

Client: CITY OF GULF SHORES AL

ACCTS PAYABLE

00009

CR8 WIDENING

F744R0

Reg

20.00			4.00	4.00	4.00	4.00	4.00
-------	--	--	------	------	------	------	------

1007400.390

NEW SIDEWALKS BTW US 98 & CR 13

Client: CITY OF FAIRHOPE AL

F744R0

Reg

4.00							4.00
------	--	--	--	--	--	--	------

DAILY TOTALS

Reg

40.00			8.00	8.00	8.00	8.00	8.00
-------	--	--	------	------	------	------	------

Volkert, Inc.
26400 Pollard Road #C
Daphne, AL 36526
(251)450-0819
www.volkert.com



February 14, 2020

TAPOA-TA17(937)
New Sidewalks Between
U.S. 98 and C.R. 13
City of Fairhope

Ben Russell, P.E.
Executive Vice President
Coastal Slip Form
P.O. Box 1409
Theodore, AL 36590

SUBJECT: Liquidated Damages

Mr. Russell:

Please be advised that time charges for this project have exceeded the 60 calendar days allotted in the contract. As of today, 134 days have been charged. As per specification, \$900.00/day will be assessed and placed on the final estimate.

This assessment is necessary due to the depletion of the CE&I budget caused by the overrun in time to complete the project. This is not a penalty, but a method provided for in section 108.10 of ALDOT Specification by which additional project management cost can be recovered.

Please contact this office should you have any questions.

Sincerely,

M.R. Davis, P.E.
Project Engineer

- c: Richard Johnson, P.E. – City of Fairhope
- Tommy Goodman, P.E. – ALDOT
- Charod Jones P.E. – ALDOT
- Bill Pierce – Volkert
- Nick Rhodes – Volkert
- Gerald Rhodes – Volkert



Volkert, Inc.

26400 Pollard Road #C
Daphne, AL 36526

Office 251.450.0819
www.volkert.com

Weekly Forecast

Week Ending: 12/20/2019

M.R. Davis, P.E.

Project No: TAPAO-TA17(937)

Description: New Sidewalks Between U.S. 98 & C.R. 13

Contractor: McEhenney

Operations/Activities This Week:

- Extended slope from Sta. 67+00 to Sta. 68+00; maintained 3:1, reconstructed ditch with rip rap
- Began punch list
- Relocated roadway sign (stop sign ahead); Sta. 74+86
- Removed 2" PVC pipe in residential driveway; Sta. 15+23 to Sta. 15+45
- Seed & mulch all disturbed areas
- Placement of solid sodding on extended slope; Sta. 67+00 to Sta. 68+00

Anticipated Operations/Activities Next Week:

- No work will be performed due to holidays

Meetings/Outstanding Items:

134 days of 60 day contract

Time charges suspended while contractor works on punch list

Office Locations:

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.



Volkert, Inc.
26400 Pollard Road #C
Daphne, AL 36526
(251)450-0819
www.volkert.com

VOLKERT

November 6, 2019

**TAPOA-TA17(937)
New Sidewalks Between
U.S. 98 and C.R. 13
City of Fairhope**

Ben Russell, P.E.
Executive Vice President
Coastal Slip Form
P.O. Box 1409
Theodore, AL 36590

SUBJECT: Liquidated Damages

Mr. Russell:

Please be advised that time charges for this project have exceeded the sixty calendar days allotted in the contract. As of todate, 84 days have been charged. As per specification, \$900.00/day will be assessed and placed on the November 2019 estimate.

This assessment is necessary due to the depletion of the CE&I budget caused by the overrun in time to complete the project. This is not a penalty, but a method provided for in section 108.10 of ALDOT Specification by which additional project management cost can be recovered.

Please contact this office should you have any questions.

Sincerely,



M.R. Davis, P.E.
Project Engineer

c: Richard Johnson, P.E. – City of Fairhope
Tommy Goodman, P.E. – ALDOT
Charod Jones P.E. – ALDOT
Bill Pierce – Volkert
Nick Rhodes – Volkert
Gerald Rhodes – Volkert

TRANSPORTATION ▾ ENERGY ▾ WATER ▾ ENVIRONMENT

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Shelby Concrete, d/b/a Baldwin Concrete, for the annual bid of Ready-mix Concrete for the City (Bid Number 013-19) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

Please return this Routing Sheet to Treasurer by: ASAP

APR 6 '20 PM 5:39



Project Name: Approve Extension 1 of Bid 013-19 Ready Mix Concrete

Project Location: Various City locations, as needed

Presented to City Council: 4/13/2020

Funding Request Sponsor: George Ladd, Streets Maintenance and Construction Supervisor
Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: Annual bid for unit prices as listed on attached schedule

Vendor: Shelby Concrete dba Baldwin Concrete

Project Engineer: n/a

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

Department Funding This Project

<input checked="" type="checkbox"/> General	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Gas Tax	<input type="checkbox"/> Cap Prodi	<input type="checkbox"/> Impact	<input type="checkbox"/> Health
---	------------------------------	-----------------------------------	--------------------------------	--------------------------------	----------------------------------	------------------------------------	---------------------------------	---------------------------------

Department of General Fund Providing the Funding

Admin-10 <input type="checkbox"/>	Bldg-13 <input type="checkbox"/>	Police-15 <input type="checkbox"/>	Fire-20 <input type="checkbox"/>	ECD-24 <input type="checkbox"/>	Rec-25 <input type="checkbox"/>	Civic-26 <input type="checkbox"/>	Street-35 <input type="checkbox"/>	Sanitation-40 <input type="checkbox"/>
Fac Maint-45 <input type="checkbox"/>	Golf-50 <input type="checkbox"/>	Golf Grounds-55 <input type="checkbox"/>	Museum-70 <input type="checkbox"/>		Debt Service-85 <input type="checkbox"/>			

Project will be: Expensed XXX
Capitalized _____
Inventoried _____

Funding Source: Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: As appropriate for various City-Wide projects

G/L Acct Name: _____

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local


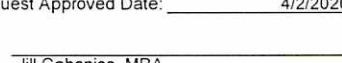
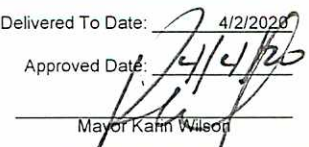
Project Budgeted: \$ _____
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: _____

Comments:

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

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>3/24/2020</u>	Purchasing Memo Date: <u>3/24/2020</u>	Delivered To Date: <u>4/2/2020</u>
Request Approved Date: <u>4/2/2020</u>	Request Approved Date: <u>4/2/2020</u>	Approved Date: <u>4/2/2020</u>
Signatures:  Kim Creech	 Jill Cabaniss, MBA	 Mayor Kahn Wilson



MEMO

To: Kimberly Creech, Treasurer

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

Date: March 24, 2020

Re: Request City Council to approve **Extension 1 of Bid 013-19 Ready Mix Concrete**

Karin Wilson
Mayor

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 Contract for the subject bid was executed on April 16, 2019 and awarded to **Shelby Concrete d/b/a Baldwin Concrete**. The Contract will terminate on April 15, 2020. The Streets and Construction Supervisor, George Ladd, requests that the City exercise the option of extending the bid one additional year to April 15, 2021.

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

Please place on the next City Council agenda this request to approve the Extension 1 of the Contract for Bid 013-19 Ready Mix Concrete, to Shelby Concrete d/b/a Baldwin Concrete for the rates set on the bid response form.

Cc: File, George Ladd, Richard Johnson

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

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

Jennifer Bush

From: George Ladd
Sent: Friday, March 06, 2020 8:21 AM
To: Jennifer Bush
Cc: Richard Johnson; Dee Dee Brandt
Subject: RE: Concrete Bid Extension

As of right now we seem to be working well together, so I would like to stay the same if it works for everyone else.

Thanks
George Ladd

From: Jennifer Bush <jennifer.bush@fairhopeal.gov>
Sent: Friday, March 6, 2020 8:00 AM
To: George Ladd <George.ladd@fairhopeal.gov>
Cc: Richard Johnson <richard.johnson@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: Concrete Bid Extension

George,

Next month the first year of the contract for our Ready-Mix concrete will be up. Do you want to continue with Baldwin Concrete under the same terms?

Thanks!

Jennifer Bush
Purchasing Administrative Assistant

City of Fairhope
555 S. Section Street
Fairhope, AL 36532
251-279-6231

Jennifer Bush

From: Baldwin Concrete <baldwinconcrete@yahoo.com>
Sent: Tuesday, March 24, 2020 3:03 PM
To: Jennifer Bush
Subject: Re: City of Fairhope Contract Extension

Shelby Concrete DBA Baldwin Concrete agrees to same terms and pricing for Ready Mix Concrete as 2019 contract.

Thanks. We appreciate your business!

Gay Lassitter
Baldwin Concrete
251-968-3388

On Tuesday, March 24, 2020, 1:47:10 PM CDT, Jennifer Bush <jennifer.bush@fairhopeal.gov> wrote:

Good afternoon,

I was following up on the request below to extend our contract for another year between the City of Fairhope and Baldwin Concrete. Please advise at your earliest convenience.

Thank you!

Jennifer Bush

251-279-6231

From: Jennifer Bush
Sent: Friday, March 06, 2020 9:16 AM
To: Baldwin Concrete <baldwinconcrete@yahoo.com>
Subject: City of Fairhope Contract Extension

Good Morning,

Our contract with Baldwin Concrete expires On April 16, 2020 and the City is agreeable a one year extension of the contract with the same terms and pricing. If Baldwin Concrete is agreeable as well, we will draft the extension and put before City Council for approval. Please let us know the direction you'd like to go at your earliest convenience.

Thank you in advance!

Jennifer Bush

Purchasing Administrative Assistant

City of Fairhope

555 S. Section Street

Fairhope, AL 36532

251-279-6231

City of Fairhope

Extension 1 of Bid 013-19 Ready Mix Concrete

This EXTENSION NO.1 of CONTRACT ("Extension") is made this ____ day of _____, 20____, for the purpose of extending the agreement known as Bid 013-19 Ready Mix Concrete, dated April 15, 2020, ("Original Contract") between the City of Fairhope and Shelby Concrete d/b/a Baldwin Concrete (the "Parties").

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

Bid 013-19 Ready Mix Concrete

and will end on April 15, 2020

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the original time period at midnight on April 15, 2020 and will end at midnight on April 15, 2021.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ____ day of _____, 20 ____.

Notary Public _____

My Commission Expires: _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

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

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 20____

Notary Public _____

My Commission Expires _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with American Wholesale Grocery, d/b/a American Foods of Mobile, AL, for the annual bid for Food for Quail Creek Clubhouse (Bid Number 011-19) for an additional one year as per the terms and conditions of the original contract. The total not to exceed amount of \$45,000.00.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Extension 1 of Bid 011-19 Food for Quail Creek Clubhouse

Project Location: Quail Creek Clubhouse

Presented to City Council: 4/13/2020

Resolution # :
Approved _____

Funding Request Sponsor: Jeff Marks, Golf Pro
Pat White, Recreational Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 45,000.00 (Not to Exceed)

Vendor: American Wholesale Grocery, aka American Foods of Mobile, AL

Project Engineer: n/a

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

Department Funding This Project

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

Project will be:

Expensed _____
Capitalized _____
Inventoried XXX

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001500-54530
G/L Acct Name: Purchases-Food

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 45,000.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments: The vendor has agreed to extension 1, with all terms and conditions of the bid award, including pricing, remaining the same.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 3/24/2020

Purchasing Memo Date: 3/24/2020

Delivered To Date: 4/2/2020

Request Approved Date: 4/2/2020

Request Approved Date: 4/2/2020

Approved Date: 4/2/2020

Signatures: Kim Creech
Kim Creech

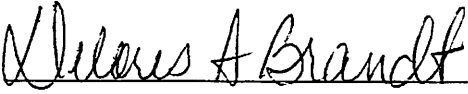
Signatures: Jill Cabaniss
Jill Cabaniss, MBA

Signatures: Karin Wilson
Mayor Karin Wilson



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Date: March 24, 2020

Karin Wilson
Mayor

Re: Request City Council to approve **Extension 1 of Bid 011-19 Food for Quail Creek Clubhouse**

Council Members:

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

The Contract for the subject bid was executed on April 25, 2019 and awarded to **American Foods**. The Contract will terminate on April 25, 2020. The Clubhouse Golf Pro, Jeff Marks, requests that the City exercise the option of extending the bid one additional year to April 25, 2021.

Lisa A. Hanks, MMC
City Clerk

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

Kimberly Creech
Treasurer

Please place on the next City Council agenda this request to approve the Extension 1 of the Contract for Bid 011-19 Food for Quail Creek Clubhouse, to American Foods for the quoted unit prices on the bid response form.

Cc: File, Jeff Marks, Pat White

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

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

Jennifer Bush

From: American Foods <americanfoods94@yahoo.com>
Sent: Tuesday, March 10, 2020 9:34 AM
To: Jennifer Bush
Subject: Re: Quail Creek Food Contract Extension

American Food agrees to a one year extension of the contract with the same terms and pricing.

Thank You,

Shirley Fillingim
American Foods
131 New Jersey St.
Mobile, AL 36603
251-433-2528 x103

On Monday, March 9, 2020, 03:07:57 PM CDT, Jennifer Bush <jennifer.bush@fairhopeal.gov> wrote:

Good Afternoon,

Our contract with American Foods for food services at Quail Creek expires On April 25, 2020 and the City is agreeable a one year extension of the contract with the same terms and pricing. If American Foods is agreeable as well, we will draft the extension and put before City Council for approval. Please let us know the direction you'd like to go at your earliest convenience.

Thank you in advance!

Jennifer Bush

Purchasing Administrative Assistant

City of Fairhope

555 S. Section Street

Jennifer Bush

From: Jeff Marks
Sent: Monday, March 09, 2020 8:46 AM
To: Jennifer Bush
Cc: Pat White; Dee Dee Brandt
Subject: RE: American Foods Contract Extension

Hi Jennifer,

Yes, I do please.

Jeff Marks
PGA Head Professional
Quail Creek GC
19841 Quail Creek Dr.
Fairhope, AL 36532

From: Jennifer Bush <jennifer.bush@fairhopeal.gov>
Sent: Friday, March 6, 2020 8:01 AM
To: Jeff Marks <jeff.marks@fairhopeal.gov>
Cc: Pat White <pat.white@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Subject: American Foods Contract Extension

Jeff,

Next month the first year of the contract for the food at Quail Creek clubhouse will be up. Do you want to continue with American Foods under the same terms?

Thanks!

Jennifer Bush
Purchasing Administrative Assistant

City of Fairhope
555 S. Section Street
Fairhope, AL 36532
251-279-6231

City of Fairhope

**Extension 1 of Bid 011-19 Food for Quail Creek
Clubhouse**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this ____ day of _____, 20____,
for the purpose of extending the agreement known as **Bid 011-19 Food for Quail Creek Clubhouse**, dated **April 25, 2020**, ("Original Contract") between the **City of Fairhope and American Foods** (the "Parties").

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

Bid 011-19 Food for Quail Creek Clubhouse

and will end on **April 25, 2020**

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the original time period at **midnight on April 25, 2020** and will end at **midnight on April 25, 2021**.

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

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

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Karin Wilson, Mayor**

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

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid Number 020-18, Disaster Debris Removal and Disposal 2018, with CrowderGulf, LLC for an additional one year, as per the terms and conditions of the original contract; and based on per unit cost as specified in Bid Tabulation.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

Please return this Routing Sheet to Treasurer by: ASAP

~~APR 02 2020 15:00~~

Project Name: Award Extension #2 to Crowder Gulf, LLC for Bid No 020-18 Disaster Debris Removal and Disposal 2018 and amend the expiration to November 2021

Project Location: City-Wide

Presented to City Council: 4/13/2020

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ _____ - To be determined at the time of disaster

Vendor: Crowder Gulf, LLC

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 Health

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: To be determined
G/L Acct Name: Disaster Cost

Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City
\$0.00 Local

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

Over (Under) budget amount: \$ _____ -

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

Comments: The original contract allows two such extensions. The amendment from Aug 8, 2021 to November 30, 2021 get through hurricane season for the final year of the contract.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>3/18/2020</u>	Purchasing Memo Date: <u>3/18/2020</u>	Delivered To Date: <u>4/2/2020</u>
Request Approved Date: <u>4/2/2020</u>	Request Approved Date: <u>4/2/2020</u>	Approved Date: <u>4/4/20</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Zabaniss</u> Jill Zabaniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Date: March 18, 2020

Re: **Council Approval to award Extension #2 to Crowder Gulf, LLC for Bid No 020-18 Disaster Debris Removal and Disposal 2018**

The Public Works Dept has requested **Extension #2 of Bid No 020-18 Disaster Debris Removal and Disposal 2018** for one additional year and amend the expiration from Aug 8, 2021 to November 2021 to get through Hurricane season for that final year. The original Contract allows two such extensions. If approved, all existing terms and conditions and agreed upon amendment of expiration date until end of hurricane season, including pricing, will remain the same as the original contract. See attached letter of renewal from Crowder Gulf, LLC

Extension #2 will be with the awarded vendor, **Crowder Gulf, LLC**, of Theodore, AL. The vendor is in agreement with the extension and amendment of expiration date for 2021(see attached).

Please place on the next available City Council agenda this request to approve Extension #2 for Bid No. 020-18 Disaster Debris Removal and Disposal 2018 with expiration amendment, and authorize the Mayor to execute the contract extension with Crowder Gulf, LLC.

Cc: file, R Johnson, John Saraceno

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

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

CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway
Theodore, Alabama 36582

Office: (800) 992-6207
Fax: (251) 459-7433

March 16, 2020

Mr. John Saraceno
Emergency Management Coordinator
City of Fairhope
161 N Section Street
Fairhope, AL 36532

via email: john.saraceno@fairhopeal.gov

Re: Contract Renewal for Disaster Debris Removal and Disposal

Dear Mr. Saraceno:

CrowderGulf has been providing the City of Fairhope Disaster Debris Removal and Disposal per the agreement executed on August 07, 2018. The term of the Contract shall be for a period of one (1) year from the signing date of Contract, with the option to renew bid or Contract for two (2) additional years thereafter in one (1) year increments if terms and conditions, including pricing remain the same, and both parties are in agreement. Due to this contract ending in the middle of the hurricane season, the City elects to end this contract at the end of the 2021 hurricane season.

If the City of Fairhope is in agreement to renew the existing contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of November 30, 2021.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the City of Fairhope requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay-Naile at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



John Ramsay
President

RENEWAL ACCEPTANCE – City of Fairhope, AL

Signature

Name/Title

Date

CONTRACT DOCUMENTS

BID NO. 006-19

**DISASTER DEBRIS REMOVAL
MONITORING SERVICES 2019**

FOR

CITY OF FAIRHOPE

Karin Wilson, Mayor
Jack Burrell, City Council President

Set No. 1

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 FY 2020 Inventory Supply of 2" Gas Tubing (21,000 feet) for the Gas Department with a cost of \$15,300.00 pursuant to Code of Alabama, 1975, Section 41-16-51(b)(7).

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

Please return this Routing Sheet to Treasurer by ASAP

APR 6 '20 PM 5:39

[Handwritten signature]

Project Name: Procure 21,000 feet of 2" Tubing (Pipe) for inventory for the Gas Department

Project Location: Gas Department

Presented to City Council: 4/13/2020

Funding Request Sponsor: Terry Holman, Gas Superintendent
Michael Allison, Operational Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,300.00

Vendor: M. T. Deason Co 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 Prodi Impact Health

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 _____
Inventoried XXX

Funding Source: Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 002-60305-14015
G/L Acct Name: Maintenance Plant - inventory

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ -
Balance Sheet Item-
Included in projected
cash flow \$15,300.00

Over (Under) budget amount: \$ -

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

Capital Lease: _____ - Payment _____ Term _____

Comments:

City Council Prior Approval/Date? No

City Treasurer Finance Director Mayor

Purchasing Memo Date: 3/30/2020 Purchasing Memo Date: 3/30/2020 Delivered To Date: 4/2/2020

Request Approved Date: 4/2/2020 Request Approved Date: 4/2/2020 Approved Date: 4/2/20

Signatures: Kim Zreech Jill Debanne, MCA Mayor Karin Wilson



MEMO

Date: March 30, 2020

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

From: 
Delores A Brandt, Purchasing Manager

Council Members:

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

Re: Placing on City Council agenda to approve **budgeted** procurement for the over \$10,000 of 2" TUBING (pipe) for inventory for the Gas Department in FY2020

Lisa A. Hanks, MMC
City Clerk

The Gas Department has need to procure 2" TUBING, this fiscal year 2020, for inventory. The units must fit into our existing, standardized system. These units are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

Kimberly Creech
Treasurer

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

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

Four Quotes were obtained for 21000 feet of TUBING 2" IPS 2708PE at \$.73 per linear foot in 500' rolls (see of units for **this order is 21,000 feet** and is itemized on the attached quotation from M.T Deason of Birmingham, AL. as the lowest quote. The **cost of this procurement will be FIFTEEN THOUSAND THREE HUNDRED THIRTY DOLLARS (\$15,330.00)**, including freight, which is over the \$10,000.00 City Council approval limit.

Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval request for gas tubing for inventory, at a cost of \$15,330.00, for Inventory for FY2020 budgeted item.

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

CC: file, Terry Holman, Clint Steadham

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: CLINT STEADHAM

Date: 3/30/2020

Department: GAS

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? 2" GAS TUBING
2. What is the total cost of the item or service? 15,330.00
3. Where will the item or service be physically located? MAIN WAREHOUSE
4. What is the primary function of the item or service? INVENTORY GAS DEPT
5. How many do you need? 21,000 FT. Click or tap here to enter text.
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? 4/30/2020
8. Additional Information or Comments: PRICING: QUOTES FROM GAS VENDORS
9. Vendor Name: M T DEASON
10. Vendor Number: 26

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. What is the Capital Project Name or Operating Budget Code: 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 and jennifer.bush@fairhopeal.gov.*



Bill To
City of Fairhope
P.O. Drawer 429

Requisition 00003682-00 FY 2020

Fairhope, AL
36533

Acct No:
002 -000-000-14015 -
Review:
Buyer: clint
Status: Allocated

Page 1

Vendor
M T DEASON CO INC
PO BOX 101807

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532

BIRMINGHAM, AL 35210
USA

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/20	000026				Purchasing Department
LN Description / Account	Qty	Unit Price	Net Price		
001 TUBING 2 IPS 2708 PE Inventory Item/Loc 965 GAS	21000.00 EACH	0.73000	15330.00		
1 002 -000-000-14015 -			15330.00		
<u>Requisition Link</u>			Requisition Total	15330.00	
***** General Ledger Summary Section *****					
Account		Amount	Remaining Budget		
002 -000-000-14015 -		15330.00			
Gas Fund					

City Of Fairhope

555 S. Section Street Fairhope, AL. 36532 P.O. Box 429

VENDOR M. T. Deason Company

Department: Gas

Requisition #	3682
Date	3/24/2020

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
#965 Gas Tubing 2" IPS 2708 PE 500' Roll	10-14 days ARO	21,000	.73 PER FOOT	15,330.00
FREIGHT				
TOTAL QUOTE				

Date Needed: Monday 3/30/2020

Price Good Until: 4/12/2020

Quote furnished by: Diane Clark

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 032420-NB1254 (REV)
Quote Date: Mar 25, 2020
Page: 1

Quoted To:
FAIRHOPE GAS DEPT, CITY OF P.O. BOX 429 FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	4/24/20	Net 30 Days	NICK

Quantity	Item	Description	Unit Price	Amount
21,000.00	GP-2-2406-500	2 IPS GAS TUBE PE 2708 X 500 FT ROLL ****PIPE IS IN STOCK AT THE FACTORY. SUBJECT TO PRIOR SELL**** ****PRICE IS FOB DELIVERED TO FAIRHOPE GAS DEPT****	0.78	16,380.00
			Subtotal	16,380.00
			Sales Tax	
			Freight	
			TOTAL	16,380.00



Submitted by IRBY Utilities....(Caleb)

BILL OF MATERIALS

ITEM	DESCRIPTION	UOM	QTY
1	2 IPS SDR11 MDPE 2406/2708 500 COIL	FT	21,000

3/25/2020

Price	Est. Price	Lead Time	MFR Name	MFR PN	Freight
\$ 0.84	\$ 17,640.00	3-4 weeks	Duraline	1000054	FFA

City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 429

VENDOR CONSOLIDATED PIPE & SUPPLY

Department: Gas

Requisition #	
Date	<u>3/24/2020</u>

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
#965 Gas Tubing 2" IPS 2708 PE 500' Roll		21,000	.867	18,060.10
FREIGHT				
TOTAL QUOTE				

Date Needed: Monday 3/30/2020

Price Good Until: 7-10-DAYS

Quote furnished by: [Signature]

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Annual Service Agreement for the Dispatch Console for the Fairhope Police Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): "Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures." The cost will be \$26,659.44.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/13/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Annual Support Agreement Renewal with Motorola Solutions for radio system

Project Location: Citywide

Presented to City Council: 3/23/2020

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Project Cash Requirement Requested:
Cost: \$ 26,659.44

Vendor: Motorola Solutions

Project Engineer: n/a

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

MAR 17 '20 AM 8:09
Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Prodi Impact Health

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001150-50380
G/L Acct Name: Communications

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 27,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ (340.56)

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

Comments: Contract Service Agreement 03/01/2020-2/28/2021

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 3/13/2020

Purchasing Memo Date: 3/13/2020

Delivered To Date: 3/16/2020

Request Approved Date: 3/16/2020

Request Approved Date: 3/16/2020

Approved Date: 3/16/20

Signatures: Kim Creech
Kim Creech

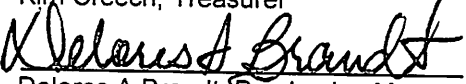
Jill Capaniss
Jill Capaniss, MBA

Mayor Karin Wilson
Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

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

Date: March 13, 2020

Re: **Requesting greensheet/ City Council approval of over \$10,000.00 procurement of annual support agreement with Motorola Solutions for PD radio system for the City.**

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

The City I.T. Department needs to procure a renewal of the support agreement with Motorola for radio system for Police Department. This is an annual renewal for the upgrade implementation, and, support and service agreement with **Motorola Solutions** as a SOLE SOURCE, at a cost of **TWENTY-SIX THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND FORTY-FOUR CENTS (\$26,659.44)**, (see attached Quote).

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Please compose a greensheet and have City Council approve the procurement of this renewal and upgrade of service and support for the radio system by Motorola Solutions at a cost of \$26,659.44

Cc: file, Jeff Montgomery, Randy Weaver, Clint Steadham

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

251-928-2136 (p)

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 12/9/2019

Department: IT

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Support agreement renewal for Motorola
2. What is the total cost of the item or service? \$26,659.44
3. Where will the item or service be physically located?
4. What is the primary function of the item or service? Support Agreement for Radio System
5. How many do you need? Click or tap here to enter text.
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? Click or tap to enter a date.
8. Additional Information or Comments: -

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$27,000
3. What is the Capital Project Name or Operating Budget Code: All Departments - ~~50340~~50380
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 and 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



MOTOROLA

September 22, 2017

Mr. Jeff Montgomery
IT Director
City of Fairhope
Fairhope, AL 32505

Re: ASTRO25 Trunking Infrastructure Service Maintenance Agreement Contract

Dear Mr. Montgomery:

Motorola Project 25 infrastructure Service Agreement is exclusively available for procurement directly through Motorola Inc. and currently not available through our extensive dealer network. This is specifically important to note as the proprietary ASTRO25 Infrastructure and Dispatch equipment deployed by the City of Fairhope and the Fairhope Volunteer Fire is a very complex network of a Radio Transmitter Site and Police Department Dispatch Console Site.

Motorola is the sole source distributor for the Motorola Project 25 trunking infrastructure Service Agreement for this equipment.

Motorola's Project 25 infrastructure is fully FCC type accepted. Security of the system is critically maintained via Project 25 radio protocols.

Motorola greatly appreciates the opportunity to serve The City of Fairhope and Fairhope VFD. Please feel free to contact me if you have any questions.

Very truly yours,
MOTOROLA, INC.

A handwritten signature in black ink, appearing to read 'Andrew Gordon', written over a horizontal line.

Andrew Gordon
Customer Support Manager
Motorola Solutions Inc.
205.568.7888



MOTOROLA SOLUTIONS

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

SERVICE AGREEMENT

Contract Number: USC000006351
Contract Modifier: R01-NOV-19 14:25:08

Customer Name: Fairhope, City Of
Attn:
Billing Address: 107 N Section St
City, State, Zip: Fairhope, AL 36532
Customer Contact: Jeff Montgomery
Phone: 251-233-5181

P.O.# : N/A
Customer # : 1036770164
Bill to Tag # : 0001
Contract Start Date: 01-Mar-2020
Contract End Date: 28-Feb-2021
Payment Cycle: ANNUALLY

SERVICE NAME	SERVICE DESCRIPTION
LSV01S01109A	<p>*****Recurring Services*****</p> <p>ASTRO SYSTEM ADVANCED PLUS PACKAGE</p> <p><u>Included Services:</u></p> <ul style="list-style-type: none"> -NETWORK HARDWARE REPAIR W/ ADV REPLACEMENT -TECHNICAL SUPPORT -NETWORK MONITORING -DISPATCH -ONSITE SUPPORT -PREVENTIVE MAINTENANCE -SECURITY UPDATE SERVICE -REMOTE SUS MGT -SECURITY MONITORING <p><u>Covered Systems/Products:</u></p> <ul style="list-style-type: none"> -Dispatch Site SZ046B2D3 -MCC7500 Operator Position - Qty: 3
SVC04SVC0169A	<p>SYSTEM UPGRADE AGREEMENT II</p> <ul style="list-style-type: none"> -Dispatch Site SZ046B2D3
SVC02SVC0433A	<p>ASTRO SUA II FIELD IMPLEMENTATION SVC</p> <ul style="list-style-type: none"> -Dispatch Site SZ046B2D3

SPECIAL INSTRUCTIONS

	EXT AMT
Sub Total	\$ 26,659.44
Taxes	\$ -
Grand Total	\$ 26,659.44

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING
JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
MSI SYSTEM SUPPORT CENTER	SCHAUMBURG	IL
MSI INFRASTRUCURE DEPOT OPERATIONS	Elgin	IL
SSC NETWORK SECURITY	SCHAUMBURG	IL
COMMUNICATIONS ENGINEERING SVCS	MOBILE	AL
NIO SSA TEAM	SCHAUMBURG	IL
T4 SUA FIELD IMPLEMENTATION	LAWRENCEVILLE	GA

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL 60661
(888) 325-9336

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)		
-----------------------	--	--

	CSM	2/24/2020
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

CHARLES BENSON	615-342-9578
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE

Company Name:	Fairhope, City Of
Contract Number:	USC000006351
Contract Modifier:	R01-NOV-19 14:25:08
Contract Start Date:	01-Mar-2020
Contract End Date:	28-Feb-2021

*Please email signed Service Agreement to:
charles.benson@motorolasolutions.com*

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

RESOLUTION NO. _____

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

That the City of Fairhope has voted to procure the Annual Services to Field Test 80 Rotary Gas Meters for the Gas Department in the amount of \$12,800.00 from Mid-South Meter & Regulator.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/2/2020

Please return this Routing Sheet to Treasurer by: ASAP

JAW

Project Name: Procurement of annual services to field test 80 rotary gas meters for Gas Department

Project Location: Gas Department

Presented to City Council: 4/13/2020

Funding Request Sponsor: Terry Holman, Gas Superintendent
Michael Allison, Operational Director

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,800.00

Vendor: Mid-South Meter & Regulator

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 Health

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 002-50365
G/L Acct Name: Maintenance-Plant

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 20,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ (7,200.00)

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

Capital Lease: _____ - Payment _____ Term _____

Comments:

City Council Prior Approval/Date? No

City Treasurer **Finance Director** **Mayor**

Purchasing Memo Date: 3/27/2020 Purchasing Memo Date: 3/27/2020 Delivered To Date: 4/2/2020

Request Approved Date: 4/2/2020 Request Approved Date: 4/2/2020 Approved Date: 4/4/20

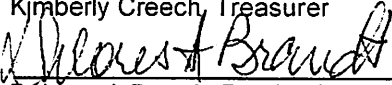
Signatures: *Kim Creech* *Jill Cabaniss* *Mayor Kadir Wilson*
Kim Creech Jill Cabaniss, MBA Mayor Kadir Wilson



MEMO

Karin Wilson
Mayor

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

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

Date: March 27, 2020

Lisa A. Hanks, MMC
City Clerk

Re: **Greensheet and Council approval to acquire budgeted annual services to Field Test 80 Rotary Gas Meters for GAS Dept.**

Kimberly Creech
Treasurer

The Gas Superintendent, Terry Holman, requests the procurement of annual services to field test rotary gas meters to prove gas meters for correct usage. This is FY2020 budgeted for \$20,000.00. Quotes were obtained and the recommended vendor for this annual request by the GAS Dept is Mid-South Meter & Regulator who quoted \$12,800.00 for this service which exceeds the \$10,000 limit requiring City Council approval. See Attached quotes.

Please place on the next City Council Agenda this request to award this annual request for the field testing rotary gas meter service to Mid-South Meter and Regulator at a cost of 12,800.00

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: Terry Holman

Date: 3/27/2020

Department: Gas

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Field Testing of 80 Rotary Gas Meters
2. **What is the total cost of the item or service?** \$12,800.00
3. **Where will the item or service be physically located?** Gas System
4. **What is the primary function of the item or service?** To prove Gas Meters for Correct Usage
5. **How many do you need?** Click or tap here to enter text.
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?** \$20,000.00
3. **What is the Capital Project Name or Operating Budget Code:** 50365
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 and 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



Mid-South Meter & Regulator
 P.O. Box 1517
 Florence, MS 39073
 (601)936-0200
 midsouthmeter@yahoo.com
 www.midsouthmeter.com

ADDRESS
 Fairhope Public Utilities
 PO Drawer 429
 Fairhope, AL 36533

SHIP TO
 Fairhope Public Utilities
 Fairhope Public Utilities
 555 S Section Street
 Fairhope, AL 36533

Quote 2295

DATE 02/20/2020

EXPIRATION DATE 03/31/2020

SALES REP
 TGS

ACTIVITY	QTY	RATE	AMOUNT
Field Testing: Meter Testing Meter Testing onsite quote includes all mileage and travel expense. This quote does not include any parts to repair meter's if needed.	80	160.00	12,800.00T

SUBTOTAL	12,800.00
TAX (0%)	0.00
TOTAL	\$12,800.00

Accepted By

Accepted Date



Middle Georgia Meter
 909 Jernigan St, Ste 1
 Perry, GA 31069 US
 478-987-6905
 mgm@mgmperry.com

Estimate

ADDRESS
City of Fairhope 555 S Section St Fairhope, AL 36532 United States

ESTIMATE #	DATE
1299	03/26/2020

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	This is an estimate for meter testing onsite. We project 5 meters a day on average. This is contingent on distance between each meter and if the meter is on a bypass or has to be pulled. Please call if you have any questions.			
Meter Test	Meter test; this is for meters with indexes that do not have instruments.	80	125.00	10,000.00
Meter Test	Instrument Test	1	95.00	95.00
Travel Time	Travel Time per hour (Perry Ga to Fairhope Al 5.5 hours 346miles)	11	110.00	1,210.00
Field Mileage	Field mileage around town and from meter to meter	1	0.95	0.95
Lodging and Expenses Service Charge	Lodging and Expenses Service Charge : The number of days is an ESTIMATE ONLY!! only charged for the days we are there.	15	150.00	2,250.00

TOTAL

\$13,555.95

Accepted By

Accepted Date

Jakoby-Cor, LLC Daily Rate Sheet

Please address orders to:
 Jakoby-Cor Measurement & Control, LLC
 PO Box 533
 Leeds, AL 35094
 P: 205.937.9217
 E: service@jakoby.com

Standard Working Hourly Rate (M-F, 8A – 5P)	\$156.25 per hour
Overtime Working Hourly Rate	\$312.50 per hour
Standby/Travel Hourly Rate	\$156.25 per hour
Mileage Rate per Mile	\$0.55 per mile
Meals & Lodging Expenses	Actual Cost
Prior Approved Unforeseen Expenses	Actual Cost
Additional Parts Required	Billed upon completion of job

*Price is per technician

*Rates are billed in half day (4 hour) increments

Best Regards,

Leigh Oden
 Jakoby-Cor, LLC

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 one (1) E-ONE Custom Rescue Pumper Fire Truck for Fire Station #1 and the vehicle is available for direct procurement through the Houston-Galveston Area Council Contract FS12-19 which has been nationally bid; and therefore, does not have to be let out for bid. The total cost is \$517,157.000.

[2] This is a joint purchase between the City of Fairhope and the Fairhope Volunteer Fire Department with a 60/40 split. The City is paying up to \$331,000.00 from Impact Fees and the Fairhope Volunteer Fire Department is paying up to \$200,000.00.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/12/2020

Please return this Routing Sheet to Treasurer by: ASAP

APR 6 120 8:45:39

YAH

Project Name: Procurement of E-ONE Custom Rescue Pumper Fire Truck for Fire Station #1

Project Location: Fire Station #1

Presented to City Council: 4/13/2020

Funding Request Sponsor: Chris Ellis
Clint Steadham, Buyer
Tim Bung, Vehicle Mechanics Supervisor

Project Cash Requirement Requested:
Cost: \$ 517,157.00

Vendor: Sunbelt Fire

Project Engineer: n/a

Order Date: n/a

Resolution # :
Approved _____
Changed _____
Rejected _____

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 _____

Expense Code: 001200-50470
G/L Acct Name: Vehicles & Equipment

Project Budgeted: \$ 200,000.00 Fire Department Grant
\$ 331,000.00 Impact fees

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

Over (Under) budget amount: \$ (13,843.00)

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$200,000.00 Local

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

Capital Lease: _____ Payment _____ Term _____

Comments: This purchase is a joint purchase between the City of Fairhope and the Fairhope Volunteer Fire Department with a 60/40 split. The City is paying up to \$331,000.00 from Impact fees for the new additional fire truck and the Fairhope Volunteer Fire Department is paying up to \$200,000.00. The total price of the truck is \$470,289.00 plus \$46,868 for options and equipment for a grand total of \$517,157.00.

City Council Prior Approval/Date? No

City Treasurer: _____ Finance Director: _____ Mayor: _____

Purchasing Memo Date: 3/6/2020 Purchasing Memo Date: 3/6/2020 Delivered To Date: 3/12/2020

Request Approved Date: 4/2/2020 Request Approved Date: 4/2/2020 Approved Date: 4/14/20

Signatures: *Kim Creech* *Jill Cabariss* *Mayor Karin Wilson*
Kim Creech Jill Cabariss, MBA Mayor Karin Wilson

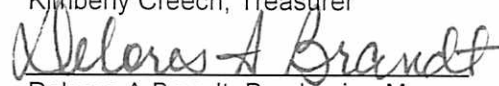


MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer

From:


Delores A Brandt, Purchasing Manager

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

Date: March 6, 2020

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Requesting Greensheet/Council approval to procure one (1) operationally budgeted New Fire Truck for Fire Station #1

The Fairhope Volunteer Fire Department Chief, Chris Ellis, is requesting procurement of one (1) **NEW E-ONE Custom Rescue Pumper Mounted on an E-ONE Typhoon Custom Chassis**, to be used for Emergency Response in the City, through **H-GAC Contract # FS12-19** with **Sunbelt Fire** in the amount of **FIVE HUNDRED SEVENTEEN THOUSAND ONE HUNDRED FIFTY-SEVEN DOLLARS (\$517,157.00)**.

A quote and specifications are attached.

This is the firetruck that was budgeted at \$530,000.00. This purchase is a joint purchase between the City of Fairhope and the Fairhope Volunteer Fire Department. The Truck is supposed to be a 60/40 split with the City paying up to \$331,000.00 for the fire truck, and the Fire Department is paying up to \$200,000.00. The total price of the truck is \$470,289.00 plus \$46,868 for options and equipment for a grand total of \$517,157.00. The fire department total payout will be \$186,157.00.

Please compose a greensheet and obtain Council approval to procure the NEW FIRE TRUCK for this over \$10,000.00. BUDGETED expenditure for FY2020 from SunbeltFire through the purchasing group, H-GAC for \$517,157.00.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

Cc: file; C Ellis, Clint Steadham, Tim Bung

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

NMa

Name: Chris Ellis

Date: 3/4/2020

Department: Fire Department

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? New Fire Engine
2. What is the total cost of the item or service? \$517,157.00
3. Where will the item or service be physically located? Fire Station 1
4. What is the primary function of the item or service? Emergency Response
5. How many do you need? One
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? By end of 2020
8. **Additional Information or Comments:** This is the fire truck that was budgeted at \$530,000. This purchase is a joint purchase between the City of Fairhope and the Fairhope Volunteer Fire Department. The truck is supposed to be a 60/40 split with the City paying up to \$330,000 and the Fire Department paying up to \$200,000. The total price of the truck is \$470,289. The equipment cost to outfit this truck is \$46,868. For a grand total of \$517,157.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$330,000
3. What is the Capital Project Name or Operating Budget Code: 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 or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY

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

Vendor Number: Click or tap here to enter text.

P.O. Box 626
Fairhope, AL 36533



(251) 990-0143
www.fairhopevfd.org

April 3, 2020

City of Fairhope
161 N. Section Street
Fairhope, AL 36532

Re: Intent to Purchase, New Fire Engine

Dear Sir or Ma'am:

This letter is to serve as notice of an agreement between the City of Fairhope ("the City") and the Fairhope Volunteer Fire Department ("FVFD"), our intent to purchase a new 2020 E-ONE Typhoon Fire Engine from Sunbelt Fire, Inc., of Fairhope, Alabama, based upon evaluations conducted by FVFD, upon recommendation of the general membership, following due diligence in accordance with its own policies and procedures, and in accord with Alabama State Bid Law.

With the upcoming census, and based upon readily accessible data, it is expected the population of the City will have increased over 35% in the last 10 years. The City is seeing tremendous growth and expansion within Baldwin County; it is critical that FVFD acquire this Fire Engine as an addition to our fleet in order to adequately provide fire protection for the City. We are requesting that the City supply funds in the amount of \$322,189.00, and FVFD will supply the balance of \$194,968.00, for a total purchase price of \$517,157.00.

Upon delivery and termination of the contract between Sunbelt Fire, Inc., and FVFD, both FVFD and the City will be shown on the title and any requisite insurance documentation.

Respectfully submitted,

Chris Ellis, Fire Chief

David Thomas, 1st Asst. Fire Chief

Dalton Combs, 2nd Asst. Fire Chief

Mark Poitacchi, Treasurer

Rick Stuardi, Secretary

Kimberly Creech

From: Marcus McDowell <mmcdowell@wbbwlaw.com>
Sent: Wednesday, April 1, 2020 5:56 PM
To: Kimberly Creech
Cc: Mayor Karin Wilson; Jack Burrell; Lisa A. Hanks, MMC
Subject: RE: Fairhope Vol. Fire Dept. / Letter of Intent

It is my understanding this is an addition to the fire department fleet in response to population growth and increased demand. Funds from our Impact fees may be used for the purchase.

----- Original message -----

From: Kimberly Creech <kim.creech@fairhopeal.gov>
Date: 4/1/20 3:42 PM (GMT-06:00)
To: Marcus McDowell <mmcdowell@wbbwlaw.com>
Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>, Jack Burrell <Jack.Burrell@fairhopeal.gov>, "Lisa A. Hanks, MMC" <Lisa.Hanks@fairhopeal.gov>
Subject: FW: Fairhope Vol. Fire Dept. / Letter of Intent

Marcus,

See attached letter. We meet with the Fairhope Volunteer Fire Department to discuss the purchase of the fire truck. Since they are requesting to add an additional truck, this purchase would qualify to use Impact Fees. The Impact Fees Fire account has a balance of \$1M. Do you agree? If you need additional information, please let me know.

Thanks,
Kim

From: Michael S <mfstuardi@gmail.com>
Sent: Wednesday, April 1, 2020 1:53 PM
To: Kimberly Creech <kim.creech@fairhopeal.gov>
Cc: mpoillucci@fairhopevfd.org; secretary@fairhopevfd.org
Subject: Fairhope Vol. Fire Dept. / Letter of Intent

Ms Creech:

I apologize for not getting this to you sooner; as I'm sure you've witnessed, "stay inside" tends to make people's lives just a bit crazier.

I've attached a draft copy of the letter for your review. It is our intent to move forward with this purchase post haste. We have negotiated pricing with the vendor which does come with an expiration, and if we delay we will face a significant increase in price for a comparable fire engine.

If there will be a regularly scheduled council meeting next week, we would like to be on the agenda, and at which time (or before, if you request it), the fully executed letter of intent as attached will be presented.

I have left you a voicemail, but it was in regard to this so please do not feel the need to call me back unless you have any questions or if you need anything further at this time.

Kindest regards,

Rick Stuardi



8050 McGowin Drive • Fairhope, AL 36532 • Office: 800.842.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

FIRE APPARATUS PROPOSAL

FOR: City of Fairhope
Fairhope, AL

DATE: 2/11/2020

We are pleased to submit our bid for your consideration on the following complete in strict accordance with the attached proposal for:

One (1) E-ONE Custom Rescue Pumper mounted on an E-ONE Typhoon Custom Chassis per Shop Order 143501	\$ 470,289.00
Total Options and Equipment	\$ 46,868.00
Total Truck and Equipment	\$ 517,157.00

All quoted pricing is based on use of Houston-Galveston Area Council Contract FS12-19.

A factory trained instructor shall deliver the unit and familiarize department personnel unless factory acceptance and familiarization are preferred. Proper manuals and third-party test approval certificate where applicable shall be furnished.

Delivery on the above shall be F.O.B. Fairhope, Alabama. Delivery time is December 1, 2020 or sooner.

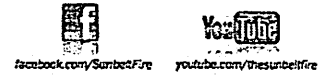
If 100% prepayment is made on the truck, a deduction in the amount of 3% simple interest will be deducted from the final invoice for the time between receipt of the prepayment at E-ONE until the completed unit is available for shipment from the factory, less the amount a the performance bond guaranteeing the deposit. Delivery is subject to delays due to war, fire, labor disputes, strikes, acts of God, government regulations, failure of suppliers to deliver, chassis shortage in the case of commercial chassis, accidents, and other causes beyond our control.

This quotation is good for 30 days. This unit is available on a first come first served basis and is subject to prior sale. The pricing provided is exclusive of all Federal, State and Local taxes and any other fees which may apply unless specifically noted herein.

The vehicle proposed will be constructed at E-ONE, Inc. of Ocala, Florida. Sunbelt Fire, Inc. is the authorized dealer for E-ONE in this area. Service and parts are available through Sunbelt Fire, Inc., in Fairhope, Alabama, and from the E-ONE factory in Ocala, Florida. Service is also available from locations in Cullman, Birmingham and Montgomery, Alabama.

Respectfully submitted,

By: *Greg Silvester*
Territory Manager



8050 McGowin Drive • Fairhope, AL 36532 • Office: 800.642.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

Options In Final Pricing

Wireless FireCom Intercom system (dual radio)	\$ 7,542.00
(5) Wireless Headsets	\$ 3,600.00
TFT ProPak for foam	\$ 775.00
Whelen 9 x 7 LED scene lights in place of 6 x 4 Scene Lights at rear	\$ 450.00
FireCom Radio Interface cable (2)	\$ 790.00
Running Board Suction Trays (2)	\$ 1,120.00
FireCom Interface Extension Cables (2)	\$ 380.00
Total Options	\$14,657.00

Equipment

PART NO	DESCRIPTION	QTY	EACH	EXTENDED
00-00-0001	Traffic Cone, Fluorescent, Dual Refl. Band, 28"	5	29.00	145.00
00-00-0002	Traffic Flare, Aerovoe, #1155, Orange, w/ Red LED	5	52.00	260.00
01-25-5200	Adapter, TFT, AA7NL-NJ, 2.5" DFM, Swvl, LW	1	59.00	59.00
01-25-8200	Adapter, TFT, AA6NJ-NJ, 2.5" DM, LW	1	19.00	19.00
03-07-1300	Axe, Leatherhead FAY-6 6# Flat Head Yellow	1	51.00	51.00
03-07-1800	Axe, Leatherhead PAY-6 6# Pick Head Yellow	1	55.00	55.00
03-10-1500	Axe Mounting Bracket, Set (6# axe only)	2	289.00	578.00
07-01-1500	Bolt Cutter, Superior FlameFighter #BC36, 36"	1	67.00	67.00
09-01-1500	Tool Mnt, PAC 1004, Handlelok, Clamp, Adj .125"-1.75"	4	66.00	264.00
09-01-3500	Tool Mnt, PAC 1040-5, Adapter, Storz, Lok 5" mount	2	78.00	156.00
09-02-2010	Tool Mount, PAC K5010-12, 8-12# Sledge Hanger/Pocket Kit	1	107.00	107.00
09-02-3500	Tool Mount, PAC K5029-1, Bolt Cutter Mounting Kit	1	76.00	76.00
09-30-3100	Nozzle Mounting, South Park, Tri-Loc, 1.5"	4	62.00	248.00
09-30-3200	Nozzle Mounting, South Park, Tri-Loc, 2.5"	4	62.00	248.00
19-10-1400	Deck Gun, TFT, CrossFire, XFC-52 Pkg	1	3,857.00	3,857.00
19-10-4300	Deck Gun, TFT, XFF-APL, Fxd Base, Thrld Base, Crossfire	1	285.00	285.00
24-01-0100	Handlight, Streamlight 44451 Fire Vulcan LED Litebox with Truck Charger	2	279.00	558.00
25-02-1300	Extinguisher, Dry Chem, Amerex A411, 20ABC, w/810 Bkt	1	252.00	252.00
25-05-1100	Extinguisher, Water, Amerex 240, Pressurized 2.5G, w/810 Bkt	1	220.00	220.00
35-05-8300	Hose, All Am 8D17X50W15N, 1.75"x50', White, DJ 1.5" Cplgs	8	120.00	960.00
37-10-5100	Hose, All Am, HFX50X100*50S, 5" x 100', 5" Stz cplgs	12	633.00	7,596.00
37-10-8500	Hose, All Am 8D25X50W25N, 2.5"x50', White DJ 2.5" Cplgs	16	158.00	2,528.00
39-06-1500	Suction Hose, All Am, MF60L1 MaxiFlex, 6"x10' (2) 6" NH Cplgs	2	804.00	1,608.00
41-01-1300	Hose Clamp, Hebert, LDH, HC-6 Screw Type	1	355.00	355.00

SunbeltFire

Serving you is our calling.™



facebook.com/SunbeltFire



youtube.com/thesunbeltfire

8050 McGovin Drive • Fairhope, AL 36532 • Office: 800.642.8484 • Fax: 251.928.9933 • www.sunbeltfire.com

41-01-1400	Hose Clamp, Hebert, C-BKT Bracket	1	69.00	69.00
51-01-1300	Rubber Mallet, FlameFighter RMFG, 2lb, w/Fiberglass Handle	1	12.00	12.00
53-10-1100	First Aid Kit, Brooks 25 Unit	1	73.00	73.00
55-20-1200	PRO/Pak, TFT New-Force UM12-NF, 1.5"NH	1	775.00	775.00
55-35-5200	Piercing Nozzle, TFT New-Force Transformer, PA2 Kit	1	1,125.00	1,125.00
60-05-8800	Nozzle, TFT, FTS250PS, 1.5", ThunderFog, Grip, Selectable Gal	2	742.00	1,484.00
60-10-1400	Nozzle, TFT, H2VPP, Playpipe, 2.5" w/Detent Flow Control	1	599.00	599.00
60-10-5900	Nozzle, TFT, JTS250PS, 2.5", ThunderFog, Grip, Selectable Ga	1	790.00	790.00
60-20-3100	Tips, TFT, FS-3STACK, 1.5", Base Triple Stacked	1	123.00	123.00
63-07-1500	American Hook, Leatherhead, 6' HiViz O/L/Y, Butt End	1	58.00	58.00
63-07-1600	American Hook, Leatherhead, 8' HiViz O/L/Y, Butt End	1	62.00	62.00
69-01-1200	Salvage Cover, Husky HTV 12 x 14 10 oz Vinyl	2	80.00	160.00
77-30-1400	Spanner Set, TFT, A3845, 2 Spnr, 3835 Hyd, Bkt	2	173.00	346.00
83-01-1200	Valve, TFT, AV5NJ-NJ, 2.5", Quarter Turn Hydrant	1	352.00	352.00
89-10-1100	Wye, TFT, AYNJ-NF, 2.5"x(2)1.5"M, Gated	1	336.00	336.00
99-99-0001	SCBA, MSA G1, with cylinder and mask	1	5,295.00	5,295.00
	Total Equipment			\$ 32,211.00



Fire Apparatus Order Detail:

Quotation Number: 93598 Shop Order Number: 143501

Customer Number: 387898
CITY OF FAIRHOPE

Dealer Number: 387098
SUNBELT FIRE, INC
8050 MCGOWIN DRIVE
FAIRHOPE, AL 36532

Model No: PMPR-TYPH
Salesperson:

FAIRHOPE, AL 36532

Sales Admin: HOLDEN, JEWEL D

Salescode	Extended Description	Qty	
TESTING COMPLIANCE STANDARD			
3340-1137-12C	Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.	1	OK
3090-0007	Hosebed hoseload allowance on the apparatus shall be 1200 lbs.	1	Hosebed will hold 200' of 2.5" DJ; 1000' of 5" LDH; 500' of 2.5" DJ; See options to increase
3090-0004	OAL. Unit has no overall length restrictions.	1	OK
3090-0002	OAH. Unit has no overall height restrictions.	1	OK
1001-0065	The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.	1	OK
AXLE OPTIONS			
1025-0225	Meritor FL-941 front axle 18,700 lb. Includes maintenance free bushings.	1	OK
1025-0028	Koni shock absorbers for front axle - adjustable.	1	OK
1025-0017	Meritor RS-25-160 single rear axle 27,000 lb. capacity.	1	OK
WHEEL OPTIONS			
1050-0045	Accuride aluminum wheels for rear axle (4).	1	OK
1050-0044	Accuride aluminum wheels for front axle (2).	1	OK
1050-0008	Rear axle (single) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. E-ONE custom chassis w/steel wheels will have chrome plated plastic lug covers.	1	OK
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil	1	OK
TIRE OPTIONS			

1060-0155 Two Michelin 385 tires model X MULTIWAY HD XZE for front axle.
 1060-0117 RWC AirGuard LED tire pressure monitoring valve stem caps (6) for single rear axle applications.
 1060-0005 Four Michelin 12R tires model XZE highway tread for rear axle.

1 OK
 1 OK
 1 OK

SUSPENSIONS

1070-0012 Reyco Rear suspension springs rated equal to the capacity of the axle.

1 OK

BRAKE SYSTEMS

1100-0006 Parking brake release mounted on the driver's side lower dash.
 1100-0005 Brake system air 4X2/4X4.
 1100-0002 ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a single rear axle.
 1100-0001 Meritor EX225H 17" disc brakes for front axle.

1 OK
 1 OK
 1 OK
 1 OK

AIR SYSTEM OPTIONS

1110-0026 Air horns recessed in bumper (PR).
 1110-0006 Air lines nylon.
 1110-0002 Air dryer Bendix AD-9.
 1110-0000-001 Inlet for air system. Location: driver door jamb.

1 OK
 1 OK
 1 OK
 1 OK

SECONDARY BRAKING

1125-0023 Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.
 1125-0002 Jacobs engine compression brake.

1 OK
 1 OK

BUMPER TRAYS

1150-0120 Bumper tray center of bumper with slats 12 inches deep (approx 11 inches to slats).
 1150-0055 Hinged diamond plate lid for center bumper tray. Includes: seal, 1/4 turn latch and gas shock hold open device.

1 Tray was deleted and front bumper crosslays w added to the quotation
 1 Lid has been converted to the crosslay style with fixed ends for siren mounting

BUMPERS

1160-0138 3/16" Front Bumper Gravel Shield. Extend shield to flush with heavy duty bumper edge.
 1160-0041 Heavy duty front bumper 10" high with full wrap around. To be painted job color.
 1160-0014 20" Front Bumper Gravel Shield Extension.

1 OK
 1 This has been changed to 12" high bumper to allow bumper crosslay installation
 1 Extension is now 28"

ENGINES & TRANSMISSIONS

1200-0341 Eng/Trans Cummins L9 450HP/EVS3000 2017 EPA compliant engine.

1 OK

1200-0097	Electronic limiting of speed to 68 MPH maximum. Note: Max speed may be set at 65 MPH due to tire rating.	1	OK
1200-0020	TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS3000.	1	OK
1200-0017	Push-button transmission shift selector.	1	OK
FRAME ASSEMBLY			
1250-0092	GEOMET coated frame assembly fasteners.	1	OK
1250-0083	Frame liner 9.375 x 3.125 x .375, galvanized and powder coated.	1	OK
1250-0080	Frame assembly with 10.25 x 3.5 x .375 powder coated galvanized rails.	1	OK
1250-0011	Rear underbody support frame.	1	OK
FUEL SYSTEMS			
1350-0022	Fuel line hose rubber.	1	OK
1350-0005	Fuel system 65 gallons.	1	OK
BATTERIES			
1400-0002	Battery four group 31 1000 CCA.	1	OK
SEATS			
1685-0033	Seating capacity tag of six occupants.	1	OK
1510-0505	Seat cover material Endure vinyl. 911 seats only.	1	Seat Material changed to Turnout Tuff
1510-0203-215	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.	1	OK
1510-0203-152	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard officer's side rear wall.	1	OK
1510-0203-151	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: inboard driver's side rear wall.	1	OK
1510-0203-148	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.	1	OK
1510-0203-147	Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.	1	OK
1510-0062	Two man bench centered on rear wall with 911 SCBA backs. Includes angled corners.	1	Storage under bench seat added to the truck.
1510-0053	Rear facing 911 seat with SCBA officer's side.	1	OK
1510-0050	Rear facing 911 seat with SCBA driver's side.	1	OK
1510-0042	Officer seat to be 911 fixed SCBA.	1	OK
1510-0038	Driver seat 911 air ride.	1	OK
1510-0009	Seat color black.	1	Color changed to Grey

1510-0003	Seats, Inc. brand 911 cab seats.	1	OK
<u>HVAC</u>			
1515-0052	Controls for heating and air conditioning shall be located in the center dash area upper tier. For use with severe duty dash only.	1	OK
1515-0017	Air conditioning with radiator mounted condenser. For Typhoon, Cyclone and Quest with Cummins ISL or X12 engine.	1	OK
<u>CAB MODEL</u>			
1520-0013	Typhoon X medium cab with 58" CA	1	OK
<u>CAB DOOR OPTIONS</u>			
1550-0251	Driver and officer cab door windows - full glass style. For use with Typhoon and Cyclone cabs. Requires "L" handles and aluminum or S/S door panels.	1	OK
1550-0186-659	(4) TecNiq T440 4" LED cab step area lighting. Locate each light on each cab door in the inboard position. Lights to be switched with door ajar.	1	OK
1550-0084	All cab exterior access doors to have 1250 keyed locks.	1	OK
1550-0077	Interior cab door locks - manual. Will have manual actuation from each respective door. Includes barrel style key lock on each exterior cab door.	1	OK
1550-0072	Cab door panels aluminum painted Zolatone gray.	1	OK
1550-0059-000-G6	Reflective Red/Lemon Yellow printed striping positioned in the "A" formation located on the cab door panels.	1	OK
1550-0027	Front cab door windows to have manual actuation.	1	OK
1550-0025	All cab doors shall have "L" style exterior latches.	1	OK
1550-0011	Rear crew cab door windows. Includes manual roll-down actuation. Not available on Typhoon or CII with paddle style door latching.	1	OK
1550-0003	Rear crew cab doors in the medium position.	1	OK
<u>CAB BADGE PACKAGE</u>			
1610-0000	Cab and body to have applicable E-ONE logos.	1	OK
<u>CAB ROOF TYPE</u>			
1615-0005	Delete front vista roof windows.	1	OK
1615-0001	Vista full height rear doors, 12" .	1	OK
<u>GRILLE</u>			
1620-0004	ABS chrome plated grille.	1	OK
<u>MIRRORS</u>			
1670-0001-274	Ramco 6001FFR mirrors. Remote controlled with top CAS750 convex. Location: mounted on front corners of cab.	1	Mirrors are changed for VelVac 2010 door mounted mirrors

MISC EXTERIOR CAB OPTIONS

1675-0202	Mounting plate for battery charger receptacle, indicator, air inlet, etc (if applicable). Plate to be removable brushed stainless steel.	1
1675-0047	Rear cab wall to be 3/16" aluminum diamond plate.	1
1675-0030	Mud flaps, front, black with E-ONE logo.	1
1675-0024	Pair of 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.	1
1675-0022	Pair of 18" handrails located just behind driver and officer front door one each side.	1
1550-0033	Windows cab side fixed officer's side.	1
1550-0020	Windows cab side fixed driver's side.	1

CHASSIS OPTIONS

1680-0284	Radiator mounted power steering cooler.	1
1680-0250-M58	Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.	1
1680-0011	Tow eyes rear below body, painted.	1
1680-0008	Tow eyes front painted below bumper/cab (PR).	1
1680-0006	Drivelines 1710.	1
1680-0005	Thermatic fan clutch.	1

MISC INTERIOR CAB OPTIONS

1685-0531	Reduced profile rear engine cover for increased legroom.	1
1685-0423	Driver side severe duty dash. Includes driver side aluminum upper dash to match cab interior with ABS gauge cluster.	1
1685-0422	Severe duty overhead console. Includes front full width overhead, air conditioning plenum and rear facing blower. Overhead to match cab interior.	1
1685-0187	Severe duty engine cover, molded polyurethane.	1
1685-0161	Severe duty dash package. Includes smooth plate alum center and officer side dash painted to match cab interior and lower dia plt kick panels.	1
1685-0005	Lexan sun visors, driver and officer's side overhead.	1
1685-0000	Cab interior gray. Does not include engine cover or seat color.	1

ALTERNATOR

1700-0005	Alternator Leece Neville 320 amp. 320 amp SAE/272 amp NFPA.	1
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CAB ELECTRICAL OPTIONS

1750-0514	Peterson LED cab headlights	1
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	OK
	OK
	OK
	OK
	OK
	OK
	OK
	OK
	OK
	OK
	OK
	OK
	Cup Holders are added to the top of the engine cover.
	OK
	OK
	OK
	OK

smooth plate panels and storage access door with push button latch.

BODY COMPT RIGHT SIDE

3120-0283 Officer side body with full height 42" wide forward and 56" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) storage tunnel.

PUMP MODULE

3130-0689 Top mount pump module with walkway and integral double speedlays (11" W). Extruded aluminum with runningboards. Includes formed walkway access steps.

3130-0552 Pump module height is 85". Pumper / tanker only.

3130-0532 Pump panel opening is 39" wide. Pumper / tanker only.

3130-0167 Pump module to be 76" wide (side to side). Includes upper, lower, crosswalk, speedlay and tranverse module(s) if applicable.

PUMP PANELS

3134-0133 Driver and officer side upper pump access panels to be horizontal hinged with stainless steel doors. Includes (2) push-button latches and (2) hold opens for each.

3134-0015 Stainless steel TM control panel, driver and officer side pump panels.

PUMP MODULE OPTIONS

3136-0146 Compartments for TM walkway (PR). Includes hinged door each side with push button latch and LED compartment light. Requires TM pump module with walkway.

3136-0144 Crosslay single 5" wide single stack to hold up to 200' of 2.0" DJ or 150' to 200' of 2.5" DJ hose.

3136-0138 Pump module storage pan.

3136-0073 Removable Poly Speedlay Tray(s). The floor of the tray(s) to be slotted to prevent the accumulation of water and allow for ventilation of wet hose. Includes vertical slotted hand hold cutouts on each end to facilitate easy removal of the hose tray.

3136-0058 E-ONE logo mounted one each side on pump module/preconnect panels. Logos to be sized as applicable to available space on panels.

3136-0000-372 Air horn switch at pump panel. Switch to be labeled "Evacuation Alert". Location: top mount control panel.

DOORS

3300-0019-027 Door roll up tall (greater than 45") with satin finish ROM. Location(s): B1.

3300-0019-017 Door roll up tall (greater than 45") with satin finish ROM. Location(s): R3.

3300-0019-015 Door roll up tall (greater than 45") with satin finish ROM. Location(s): R1.

1	OK
1	OK
1	OK
1	OK
1	OK
1	These panels will be vertically hinged at the front of the panels to provide better access to the pump
1	OK
1	OK
1	Deleted due to front bumper crosslays
1	OK
2	Deleted due to front bumper crosslays
1	OK
1	OK
1	OK
1	OK
1	OK
1	OK
1	OK

3300-0019-005	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L3.
3300-0019-003	Door roll up tall (greater than 45") with satin finish ROM. Location(s): L1.
3300-0017-016	Door roll up short (up to 45") with satin finish ROM. Location(s): R2.
3300-0017-004	Door roll up short (up to 45") with satin finish ROM. Location(s): L2.

COVERS

3305-0027	Nylon black cargo net on sides of speedlay. One pair per opening.
3305-0021-000-13	Vinyl Black hose bed cover with side bungee cords and attached rear
3305-0008-000-13	Vinyl Black crosslay cover with attached side flaps.

SCBA BOTTLE STORAGE

3320-0183-500	E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").
3320-0183-498	E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").
3320-0183-495	E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").
3320-0182-497	E-ONE designed (1) SCBA bottle storage driver side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5"). Door shall cover the recessed fuel fill if located in the wheel well adjacent to the SCBA storage.
3320-0100	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment.

HANDRAILS / STEPS

3330-0279-062	Innovative Controls dual lighted LED folding step. Location: driver side front compartment face. Each location requires a minimum of (1) handrail per NFPA.
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HANDRAILS / STEPS

3330-0277	Innovative Controls dual lighted LED folding steps rear NFPA. Includes folding steps on driver side rear of the body. (staggered stepped as applicable with tailboard depth) for NFPA hosebed access and handrail mounted on driver side upper hosebed side (as applicable).
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1	OK
1	OK
1	OK
1	OK
2	These are on bumper crosslays now
1	OK but cover will be red, not black
1	OK
1	This is changed to (3) tube style
1	This is changed to (3) tube style
1	This is changed to (3) tube style
1	OK
1	OK
4	OK
	Added (1) folding step to the back of the cab
1	OK

WARRANTY / STANDARD & EXTENDED

9100-0102	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty.	1	OK
9100-0101	Meritor 5 year unlimited miles, parts and labor front axle warranty for non-drive axle or a 2 year unlimited miles, parts and labor warranty for front drive axle.	1	OK
9100-0090	25 Year frame rail corrosion warranty. Includes liners (if equipped).	1	OK
9100-0019	10 Year Limited Paint and Perforation Warranty - For Sikkens Paint.	1	OK
9100-0005	10 Year Stainless Steel Plumbing Warranty - Statement of Warranty.	1	OK
9100-0004	10 Year/100,000 Mile Structural Warranty for Alum Cab / Body - Statement of Warranty.	1	OK
9100-0003	Lifetime Frame Stuctural Warranty.	1	OK
9100-0000	Standard 1 Year Warranty.	1	OK

SUPPORT, DELIVERY, INSPECTIONS AND MANUALS

9300-0316	Fire Apparatus Safety Guide published by FAMA, latest edition.	1	OK
9300-0031	Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.	1	OK
9300-0016	Approval Drawings-Standard.	1	OK
9300-0012	Pump panel approval drawings. Will be provided on purchased units prior to construction.	1	OK
9300-0009	Manuals, Operator and Service in digital format.	1	OK

Options Available

WilBurt Light Tower with (4) light heads mounted on cab roof	1	\$	21,893.00
Federal Signal Backup Camera	1	\$	866.00
Side Camera mounted officer side	1	\$	866.00
Shield for rear camera - aluminum treadplate	1	\$	273.00
Wired FireCom Intercom system (single radio)	1	\$	3,808.00
Wireless FireCom Intercom system (single radio)	1	\$	6,942.00
Wired Headsets (each)	1	\$	301.00
Wireless Headsets (each)	1	\$	720.00
TFT ProPak for foam	1	\$	775.00
Whelen PFH1 12 volt scene lights in place of 6 x 4 Scene Lights at rear	2	\$	2,800.00
Increase hosebed height from 90" to 95" for full hosebed load requested	1	\$	1,805.00
FireCom Radio Interface cable	1	\$	395.00

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure one (1) Trane Split System Air Conditioning Unit for the Haven and the equipment is available for direct procurement through the CO-OP Contract through US Communities #18-362255-20 which has been nationally bid; and therefore, does not have to be let out for bid. The total unbudgeted cost is \$8,375.00.

Adopted on this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/8/2020

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Trane Split System Air Conditioning Units for the Haven

Project Location: Haven

Presented to City Council: 4/13/2020

Funding Request Sponsor: Richard Johnson, Public Works Director
Lance Cabanias, Facility Maintenance Supervisor

Resolution #:
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 8,375.00

Vendor: Trane U.S. Inc dba Trane

Project Engineer: n/a

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

Department Funding This Project								
<input checked="" type="checkbox"/> General	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Water	<input type="checkbox"/> Sewer	<input type="checkbox"/> Gas Tax	<input type="checkbox"/> Cap Prodi	<input type="checkbox"/> Impact	<input type="checkbox"/> Health
Department of General Fund Providing the Funding								
<input checked="" type="checkbox"/> Admin-10	<input type="checkbox"/> Bldg-13	<input type="checkbox"/> Police-15	<input type="checkbox"/> Fire-20	<input type="checkbox"/> ECD-24	<input type="checkbox"/> Rec-25	<input type="checkbox"/> Civic-26	<input type="checkbox"/> Street-35	<input type="checkbox"/> Sanitation-40
<input type="checkbox"/> Fac Maint-45	<input type="checkbox"/> Golf-50	<input type="checkbox"/> Golf Grounds-55	<input type="checkbox"/> Museum-70		<input type="checkbox"/> Debt Service-85			

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001100-51130
G/L Acct Name: Haven Maintenance

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

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

Over (Under) budget amount: \$ (8,375.00)

Comments:

This project is turnkey and the recommended vendor is Trane through the CO-OP contract with US Communities #18-362255-2004

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>4/7/2020</u>	Purchasing Memo Date: <u>4/7/2020</u>	Delivered To Date: <u>4/8/2020</u>
Request Approved Date: <u>4/8/2020</u>	Request Approved Date: <u>4/8/2020</u>	Approved Date: _____
Signatures: <u>Kim Creech</u> Kim Creech	_____ Jill Cabanias, MBA	_____ Mayor Kann Wilson



MEMO

Karin Wilson
Mayor

Date: April 7, 2020

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

To: Kim Creech

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

Lisa A. Hanks, MMC
City Clerk

Re: **Greensheet / Council approval for unbudgeted expenditure not to exceed \$8,375.00 for HVAC replacement at The Haven located on South Section Street. This is an unbudgeted item less than \$10,000 and requires a greensheet and Council approval.**

Kim Creech
Treasurer

Lance Cabaniss, Building Maintenance Supervisor, and Richard Johnson, Public Works Director, have requested unbudgeted funding for replacement of HVAC in THE HAVEN Animal Shelter, a City owned building located on S. Section St.

This will be a turnkey project and the recommended vendor is TRANE through the CO-OP contract with US COMMUNITIES # 18-362255-20 004, in the amount of EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$8,375.00) including equipment and Installation. See attached quote.

Please compose a greensheet and present to Council for approval for this request to approve the unbudgeted HVAC replacement at The Haven by TRANE in the amount of \$8,375.00.

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

Cc, file, R. Johnson, L. Cabaniss

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Lance Cabiness

Date: 4/8/2020

Department: The Haven

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** HVAC replacement unit for The Haven
2. **What is the total cost of the item or service?** \$8,375.00
3. **Where will the item or service be physically located?** The Haven South Section Street
4. **What is the primary function of the item or service?** Heating and cooling The Haven
5. **How many do you need?** 1
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** 4/22/2020
8. **Additional Information or Comments:** Unit is being purchased from TRANE through US Communities, Contract #18-362255-20004, implementation date is an estimate
9. **Vendor Name:** TRANE
10. **Vendor Number:** 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?** Click or tap here to enter text.
3. **What is the Capital Project Name or Operating Budget Code:** 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 and jennifer.bush@fairhopeal.gov.



Trane U.S. Inc. dba Trane
Phone: (251) 285-9844

March 12, 2020

Cody Sigrest
Director of Facilities
Fairhope City of
555 South Section Street

Fairhope, AL 36532 U.S.A.

ATTENTION: Cody Sigrest

PROJECT NAME: City of Fairhope Haven Split System
QUOTE NUMBER: 18-362255-20-004 **CO-OP CONTRACT NUMBER:** USC 15-JLP-023

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

EQUIPMENT LIST

Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	SSC-1	1	1.5 - 5 Ton Unitary Split Systems (SSC)	4TWR4048G1-TEM4A0C48S41S

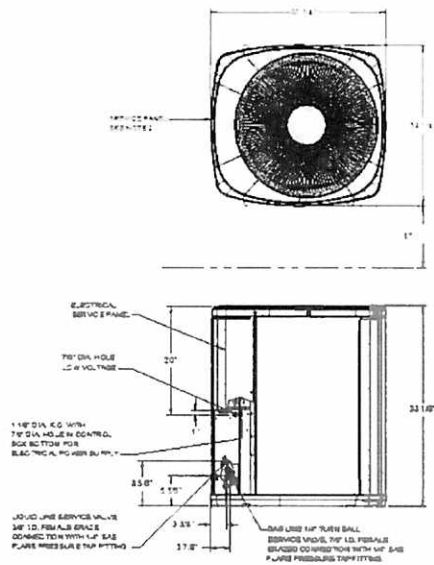
Product Data - Split System Air Conditioning Units (Small)

Item: A1 Qty: 1 Tag(s): SSC-1

- 4TWR4 Heat Pump Outdoor Unit
- 4 Ton - Nominal Cooling Capacity
- 200 - 230 Volt 1 Phase 60 Hertz
- 4 Ton air handler
- 208-230/1/60
- Touchscreen Programmable 7 day , 4 heat/2 cool thermostat (Fld)
- 7.21/9.60 kW Electric Htr w/Ckt Brk for 208/240V 1 Phase 60 Hz (Fld)
- External filter rack (TEM) (Fld)
- 5th Year Parts Warranty
- 1st Year labor warranty

SCOPE OF SERVICE

- Recover and properly dispose of refrigerant in existing split system
- Disconnect electrical service from the unit to be removed
- Disconnect unit from the existing line sets. Properly flush lines to remove any contaminants.
- Demo and properly dispose of existing Condensing Unit and AHU
- Furnish and Install new Condensing Unit and AHU
- Connect new equipment to the existing refrigerant piping and electrical service.
- Fabricate and install duct fittings as required to connect new equipment to the existing duct system.
- Leak check system with nitrogen and pull to 500-micron vacuum
- Charge with R-410A
- Start-up unit and verify proper operation



PRICING AND ACCEPTANCE

TOTAL PRICE:.....\$ 8,375.00 USD

CLARIFICATIONS

- 1. Applicable taxes are not included and will be added to the invoice.
- 2. Any service not listed is not included.
- 3. Work will be performed during normal Trane business hours.
- 4. This proposal is valid for 30 days from March 12, 2020.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Evan T Helinski
Account Manager
Cell: (251) 285-9844

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

<p>CUSTOMER ACCEPTANCE</p> <hr/> <p>Authorized Representative</p> <hr/> <p>Printed Name</p> <hr/> <p>Title</p> <hr/> <p>Purchase Order</p> <hr/> <p>Acceptance Date</p> <p>Trane's License Number:</p>

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the “Agreement”) resulting from Company's proposal (the “Proposal”) for the services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure; (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing Issues, and/or Indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

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

20. U.S. Government Contracts.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

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

1-10.48 (0919)
Supersedes 1-10.48 (1114)



TRANE'S SAFETY STANDARD

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

PROVEN SAFETY SUCCESS

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

TRANE INJURY RATES V. INDUSTRY COMPETITORS

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

SAFETY TOOLS, TRAINING & EXPERTISE

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

MANAGEMENT LEADERSHIP AND COMMITMENT

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

JOBSITE SAFETY EQUALS CUSTOMER VALUE

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.

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OVERVIEW

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

CONTRACT DOCUMENTATION

ENERGY SERVICES

HVAC EQUIPMENT & PARTS

HVAC Products, Installation, Services and Related Products and Services
Lead Agency

BUILDING SERVICES

Harford County Public Schools, MD

SUSTAINABILITY

Contract Number

15-JLP-023

SOLUTIONS FOR K-12 SCHOOLS

3-year initial term, October 1, 2015, through September 30, 2018

Option to renew for (2) additional (2) year periods

SOLUTIONS FOR HIGHER
EDUCATION

The contract is renewed for two (2) years, effective October 1, 2018, through September 30, 2020

The contract is renewed for two (2) years, effective October 1, 2020, through September 30, 2022

Executive Summary

- Uniform Guidance
- NJ LFN Packet

Contract Documents

- Trane Contract 15-JLP-023
- Trane Contract 15-JDP-023 Amendment – Bonds
- Parts Pricing
- Harford County Public Schools Contact Information



RESOLUTION NO. _____

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

That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Addition of Turn Lanes on CR-44 (Twin Beech Road) and the upgrading of traffic signals on CR-44 (Twin Beech Road) at SR-42 (US-98) in the City of Fairhope; Project# ATRP2-02-2020-204; CPMS Ref# 100071097 and 100071098.

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by its Mayor, Karin Wilson, for and on its behalf and that it be attested by the City Clerk, Lisa A. Hanks, and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Adopted and Approved this 13th day of April, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 13th of April, 2020, and that such resolution is on file in the City Clerk's Office.

Lisa A. Hanks, City Clerk

Date

SEAL

Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Thursday, April 9, 2020 11:18 AM
To: Lisa A. Hanks, MMC
Cc: Kimberly Creech
Subject: RE: ATRP2-02-2020-204 FAIRHOPE 100071098
Attachments: Budget Update 04-09-2020.pdf; Award Letter Oct 2019.pdf

Lisa:

Key change (in our favor) – they are allowing LPA (local project administration), so no indirect cost is to be charged. See attached numbers. Bottom line:

Grant \$ Provided: \$795,828.00 (80%)
City Match \$: \$198,957.00 (20%)

Wildcard Utility Relocations – Budget placeholder \$50,000.00 (100% on City) – may be \$0.00 or some lesser amount if it is our utilities and we do our own relocates.

Thanks,

RDJ

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

From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Sent: Wednesday, April 8, 2020 5:06 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: RE: ATRP2-02-2020-204 FAIRHOPE 100071098

Application:

WHEREAS, the total project cost is estimated to be \$1,095,228.63, and, if funded, the grant will pay for 80% or \$876,182.90, and the City will provide a 20% cash match or \$219,045.73, and the City will perform the preliminary Engineering Design (Fees estimated to be \$97,313.00) for the project as part of our match, and costs associated with Utility Relocates estimated to be \$50,000.00 will be covered by the City at cost or “in-kind”; and

Agreement:

ROW Acquisition – ATRPII Funds \$50,000
Construction - ATRIP II Funds \$745,827.84

Total (incl. E&I) \$795,827.84

OFFICE OF THE GOVERNOR



STATE CAPITOL
MONTGOMERY, ALABAMA 36130

(334) 242-7100
FAX: (334) 242-3282

KAY IVEY
GOVERNOR

STATE OF ALABAMA

September 29, 2019

The Honorable Karin Wilson
Mayor, City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

RE: Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) Award Letter

Dear Mayor Wilson:

The ATRIP-II Committee has completed the Fiscal Year 2020 application review and competitive selection process. Your application for intersection improvements at CR-44/US-98 was carefully considered as part of the process for the program. I am pleased to inform you that your project was awarded \$795,827.84 in ATRIP-II funds pursuant to the Rebuild Alabama Act.

The Committee received 121 applications requesting approximately \$148 million in ATRIP-II funding. Your project was one of 28 projects to be awarded this fiscal year. Congratulations on a successful application from such a competitive field.

Appropriate ALDOT representatives will be in contact with you concerning the next steps in administering this project. If you have any questions prior to that, please contact Ed Phillips, ALDOT Local Transportation Engineer, at (334) 242-6203.

Once again, congratulations and I look forward to your project's completion as we continue to rebuild Alabama's infrastructure.

Sincerely,

A handwritten signature in black ink that reads "Kay Ivey".

Kay Ivey
Governor

KI/JRC

cc: ATRIP-II Committee Members
ALDOT Chief Engineer's Office
ALDOT Region Engineers/Bureau Chiefs

Designer _____ Date _____ Checker _____ Date _____
Title _____ Job No. _____
Subject _____ Sheet No. _____ of _____

ATRIP II - BUDGET #'S

PE	\$97,313.00
CONST (W/20% CONT.)	\$736,932.00
I.C. (REMOVED)	\$ 0.00
CE & I	\$110,540.00

TOTAL \$944,785.00

ROW (ACQUISITION) \$50,000.00

\$994,785.00

80% = \$795,828.00 ← GRANT \$

20% = \$198,957.00 ← CITY MATCH

UTILITY RELOCATES \$50,000.00
(IF REQD.)
(CAN BE "IN-KIND" I.E.
CITY PERFORM WORK)

project, or if ROW acquisition (including easements/permitted work on property of another entity) may be required. Any potential costs should be provided in a detailed estimate included with this application.

Minimal ROW may be required to accommodate lane widening. Budget includes a ROW acquisition placeholder cost. All new ROW, if required, will be compliant with the Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

- I. Provide a detailed preliminary pay item estimate of the total project cost (utilizing ALDOT pay item numbers for construction phase of work), the amount of ATRIP-II funds requested (not to exceed \$2,000,000.00 for FY2020) and the amount of any other funds applied to the project. Additional funding sources used to supplement requested ATRIP-II funding are not required. The ATRIP-II Committee has discretion to determine the significance of included additional funding sources, where applicable.

See attached detailed Estimate of Probable Costs (Appendix D) – Project Cost are as proposed:

<i>Preliminary Engineering (Per Man-Day Estimate)</i>	
<i>(Survey, Design, ROW, Utility, Traffic Geotech)</i>	\$ 97,313.00
<i>Construction (With 20% Contingency)</i>	\$ 736,932.00
<i>Indirect Cost (13.63% of Construction Total)</i>	\$ 100,443.83
<i>CE&I (15% of Construction)</i>	\$ 110,539.80
<i>ROW Acquisition (Mapping and Design including in PE)</i>	\$ 50,000.00
<i>Project Total -</i>	<i>\$1,095,228.63</i>
<i>City Match (20% of Project Total)</i>	\$ 219,045.73
<i>2019 ATRIP II Grant (80% of Project Total)</i>	\$ 876,182.90
<i>Utility Relocates (Not Eligible – City Cost or “In Kind”)</i>	\$ 50,000.00

NOT BEING CHARGED BY ALDOT

- J. Provide traffic data (including what year the data was acquired), truck percentage and any projected increase/change in traffic related to the proposed improvement.

See attached Traffic Counts from ALDOT website – partial data for 2015 – 2017 shown, including percentage of truck traffic. No immediate increase in traffic (AADT), however anticipate improvement in Level of Service (L.O.S.) due to decrease in stacking delays.

- K. Provide crash data and date of the information, if available.

Since January 1, 2019 there has been 6 reported crashes at or about this intersection. Alabama Uniform Traffic Crash Reports are included in Appendix F.

- L. Modifications to existing traffic signal(s) or inclusion of new traffic signal(s) must include a traffic signal study with eligibility to be determined by ALDOT.

Mr. Adam Spence, P.E., Traffic Engineer with ALDOT – Southwest Region has been involved with

**RIGHT-OF-WAY ACQUISITION
AND
CONSTRUCTION
AGREEMENT
FOR A
ALABAMA TRANSPORTATION REHABILITATION
AND IMPROVEMENT PROGRAM II
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF FAIRHOPE
Baldwin County**

**Adding Turn Lanes on CR-44 and
Upgrading Traffic Signal at CR-44 and SR-42 (US-98)**

**Project No. ATRP2-02-2020-204
CPMS Ref# 100071097 & 100071098**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Fairhope, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the addition of turn lanes on CR-44 and the upgrading of traffic signals at CR-44 and SR-42 (US-98); Project# ATRP2-02-2020-204; CPMS Ref# 100071097 and 100071098.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Alabama Transportation Rehabilitation and Improvement Program II (ATRIP II) Funds shall be limited to \$795,827.84 for this project. Any deficiency in ATRIP II funds or overrun in project costs will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the ATRIP II funds will not exceed total project costs.

B. The estimated cost and participation by the various parties is as follows:

RIGHT-OF-WAY ACQUISITION

ATRIP II Funds \$ 50,000.00

CONSTRUCTION

ATRIP II Funds \$ 745,827.84

TOTAL (Incl. E&I) \$ 795,827.84

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Alabama Transportation Rehabilitation and Improvement Program funds may lapse if a project has not been authorized within (24) months of the date of the funding approval by the Governor, and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the ATRIP II Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project on CITY Right-of-Way and the STATE will furnish all Right-of-Way for the project on STATE Right-of-Way. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

An initial consultation to determine Right-of-Way requirements shall take place between the STATE and CITY prior to authorization of the Construction budget. Any Right-of-Way acquired that will be owned and maintained by the STATE will be acquired by the STATE with associated Right-of-Way acquisition costs as to be an eligible cost to this Agreement. Any Right-of-Way acquired that will be owned and maintained by the CITY will be acquired by the CITY with associated Right-of-Way costs to be an eligible cost as part of this Agreement.

Regarding CITY Right-of-Way, work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired by the CITY shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost as part of this Agreement.
The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal or state funding and the refund of any federal or state funds previously received on the project.
- D. The STATE will furnish all construction engineering for the project with STATE forces or with a consultant as an eligible cost to the project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.
For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.
- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.
If necessary, the CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.
- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure

that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work on CITY Right-of-Way and maintain the project on CITY Right-of-Way in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- B. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- C. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- D. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- E. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414 and Act No. 2019-2 (Rebuild Alabama Act).

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Fairhope, Alabama

**By: _____
City Clerk (Signature)**

**By: _____
As Mayor (Signature)**

**Type Name of Clerk
(AFFIX SEAL)**

Type Name of Mayor

This agreement has been legally reviewed and approved as to form and content.

**By: _____
William F. Patty,
Chief Counsel**

RECOMMENDED FOR APPROVAL:

**Matthew Ericksen, P.E.
Southwest Region Engineer**

**D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer**

**Don T. Arkle, P. E.
Chief Engineer**

**STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION**

John R. Cooper, Transportation Director

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.**

**KAY IVEY
GOVERNOR, STATE OF ALABAMA**

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Fairhope as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Addition of turn lanes on CR-44 and the upgrading of traffic signals at CR-44 and SR-42 (US-98); Project# ATRP2-02-2020-204; CPMS Ref# 100071097 and 100071098.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Fairhope, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the creation of a Tree Crew for the City of Fairhope's Electric Department that will consist of a Crew Lead position (Grade 20) and two Equipment Operator III positions (Grade 18). These job positions already exist in our Compensation and Job Classification Plan. And approve the budget be amended to move the Tree Trimming expense to the appropriate expense codes for the following items: Personnel, knuckle boom truck converted from Public Works to Electric Department, and PPE and Tools.

ADOPTED THIS 13TH DAY OF APRIL, 2020

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa,

Here is what I have for the tree crew requirements for the next agenda:

Crew Lead (position will report to Assistant Superintendent)
New position within the Electric Department – Job Description is attached
Pay Grade – 20
Salary Range – \$35,103.65 - \$56,165.85

Equipment Operator III (reports to crew lead)
Two new positions within the Electric Department – Job Description is attached
Pay Grade – 18
Salary Range – \$28,656.92 – \$45,851.07 (\$57,313.84 - \$91,702.14)

Convert one previously approved Purchase Order for knuckle boom truck for Public Works to the Electric Department. (Resolution 3624-20 dated 1/6/2020)
Budget Impact – \$159,964.50 (purchase price, can be converted to three-year lease)

Utilize one of the existing Squirt Boom trucks from the Electric Department

PPE and Tools – Estimate \$20,000

Positions posted and filled as soon as possible.

Total budget for tree trimming in 2020 is \$275,000



CITY OF FAIRHOPE

Uniform Job Description

Position Title: **Sanitation Crew Leader** Pay Range: **\$35,103.65 - \$45,634.75 \$56,165.85**

Department: **Public Works and Utilities** Pay Grade: **20H**

Reports To: _____ Effective Date: _____

Supervises: _____ Supersedes: **Updated Position**

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

I BASIC PURPOSE OF THE POSITION

The purpose of this classification is to perform supervisory/manual work functions associated with Solid Waste Operations or Tree Trimming Operations – Garbage, Trash, Recycle & Landfill/Transfer – within the City Sanitation Division, Public Works or Electric Department, Utilities. A Crew Leader serves in a frontline operations role as well. He or she will serve as a “Team Leader” for the Supervisor to ensure routes are operated efficiently, assure maintenance of trucks and safety of personnel.

II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This is a highly responsible position that requires extensive knowledge, talent and experience in either Solid Waste Operations – Garbage, Trash, Recycle & Landfill/Transfer, or Tree Trimming Operations, working around energized electrical lines, bucket trucks, chain saws. This position requires knowledge, experience and certification(s) in the operation of a wide variety of equipment and knowledge and experience in service route operations.

III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Overseeing division crews to ensure efficient operations – serves as a Division “Team Leader”

Sanitation Crew Leader:

- Provides direction, guidance and assistance to employees; assigns and evaluates work; processes employee concerns and problems; provides training as needed
- Organizes and prioritizes routes; assigns work, monitors status of work in progress, and inspects completed work
- Ensures adherence to established safety procedures; inspects and monitors property, facilities, and equipment maintain safety; utilizes precautionary safety equipment and monitors work environment to ensure safety of employees and other individuals.
- Supervises and monitors a work crew assigned to city and utility projects, operations and functions as assigned
- Makes recommendations for long term and short-term Division goals, operations and activities
- Maintains inventory of department equipment, tools, supplies and materials; coordinates availability of equipment, materials, tools and supplies needed for projects; initiates requests for new or replacement materials
- Driving and operating knuckle boom, bucket trucks and equipment
- Management of route and delegation/assignments of routes
- Interacting with the public on concerns, in a friendly, conscientious manner
- Ensuring safety of coworkers, including issuing safety equipment such as vests, gloves, and safety goggles
- Ensuring Maintenance and service needs of all trucks and equipment within his or hers division
- Overseeing and participating in clean up after route and/or operations completion, including wash rack and transfer station
- Coordinates employee work schedules to assure daily route service
- Loading, unloading equipment, debris and material
- Driving vehicles to and from job sites
- Proper maintenance of small and large tools
- Operating various kinds of landscaping equipment, such as weed eaters, edgers, blowers, hedge trimmers, pole saws and chainsaws, etc.
- Assuring work areas are clean
- Answer and return phone calls

Sanitation Crew Leader:

IV OTHER DUTIES AND RESPONSIBILITIES

- Perform related duties and responsibilities as required
- Remain subject to recall to work during hurricane or other emergency incidents
- Assisting with Special events, as needed
- Assist other duties of the utilities and public works department including horticulture, streets and construction
- Other duties, as assigned

V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- CDL, including appropriate endorsement(s)
- Good work ethic
- Ability to communicate on a radio, cellphone, landline, etc...
- Knowledge of city streets
- Ability to communicate with coworkers and be the team leader
- Ability to coordinate a route and complete it daily in a timely, courteous, efficient fashion
- Knowledge of city codes and safety codes
- Knowledge of tree trimming requirements around energized power lines
- Ability to coach and discipline employees if needed

VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

High school diploma or GED; supplemented by two (2) to three (3) years previous experience and/or training in the area of or other related experience; or any equivalent combination of education, training, and experience which provides the requisite knowledge, skills, and abilities for this job. Must possess and maintain a valid Alabama Driver's License. Requires possession and maintenance of a valid Alabama Commercial Driver's License (CDL) including appropriate endorsement(s).

V I EXTENT OF PUBLIC CONTACT

- An employee in this position must be able to communicate effectively with fellow City of Fairhope employees, outside vendors, contractors and the general public
- Occasional contact with the public
- General questions about City and Utility operations

VIII PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

While performing the duties of this job, the employee is regularly required to use hands to handle, feel or operate objects, tools, or controls; reach and stretch with hands and arms. The employee frequently is required to sit, stand, walk, talk and hear. The employee is occasionally required to balance, stoop, kneel, or crouch.

Tasks require the regular and, at times, sustained performance of moderately to highly physically demanding work, typically involving some combination of climbing and balancing, stooping, kneeling, crouching, and/or crawling. The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Employees in this position must have:

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively and to understand department rules and regulations;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials in electronic or hardcopy form;
- Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, typewriter, telephone, copier, and other similar or related office equipment;
- Sufficient strength, personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to sit, walk, stand and talk in order to perform required tasks.

IX WORKING CONDITIONS AND ENVIRONMENT

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions. Working conditions may include, but not be limited to:

- At times may work in an office environment; sustained posture in a seated position; answering of phones; work at public counter; repeatedly rise, sit and bend in a confined area in order to retrieve and replace files; work with computer equipment for prolonged periods of time; deal with unfriendly citizens in a courteous manner

Sanitation Crew Leader:

- Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, disease, or pathogenic substances
- Work from the cab of vehicle, or in a bucket
- Must be able to work early morning and/or late-night shifts (flexible shifts)
- Must be able to work in cold, hot and rainy weather
- Must be accustomed to working in the field – including: on route, public facilities and right-of-way

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



CITY OF FAIRHOPE

Uniform Job Description

Position Title: **Equipment Operator III** Pay Range: **\$28,656.92-
\$37,154.00-
\$45,851.07**

Department: Public Works and Utilities Pay Grade: 18

Reports To: _____ Effective Date: _____

Supervises: none Supersedes: _____

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

PURPOSE OF THE POSITION

- Utilities – The purpose of the Equipment Operator III is to trim trees and vegetation from the electric line rights-of way and/or help with clean up, which can include chipping. This position works in the proximity of energized primary electrical lines. Performs other duties as assigned.

DISTINGUISHING CHARACTERISTICS OF THIS POSITION

- Under general supervision, the Equipment Operator III operates equipment of various sizes and types utilized in the maintenance of City easements, drainage systems, and streets. Trimming trees and vegetation around electrical equipment, operating bucket trucks, chain saws and other equipment.

Equipment Operator III Street crew

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Operating chain saws, bucket trucks, knuckle boom trucks, and other equipment required to perform assigned duties.
- Maintains assigned equipment in working order.
- Visually inspects assigned vehicle and equipment to ensure proper operating condition, informs supervisor and completes shop work order for needed repairs.
- Operates tractors, backhoes, front-end loaders, dozer, and motor grader in support of maintenance and construction operations.
- Positions safety equipment around work area to include traffic cones and signs.
- Operates emergency signaling equipment and lights when work is in progress.
- Uses two-way radio to contact other vehicles, office personnel and supervisor.
- Operates hand and power tools as needed to complete assignments and to clean up work areas.
- Drives trucks, hauling dirt and rock

OTHER DUTIES AND RESPONSIBILITIES

- Work special events such as parades and festivals
- Storm clean up
- Other duties as assigned

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Graduation for a standard senior High School AND 2 years of experience operating a backhoe or similar heavy equipment

SPECIAL

- Knowledge of the construction process
- Knowledge of occupational safety rules, practices and traffic laws
- Skill in the use of hand tools and power tools

Equipment Operator III Street crew

- Ability to effectively follow safety rules and regulations
- Ability to safely and efficiently operate equipment
- Ability to perform physical tasks and handle moderate to heavy lifting
- Ability to satisfactorily work with customers and co-workers
- Ability to maintain regular and punctual attendance
- Ability to communicate effectively both verbally and in writing
- Ability to pour concrete to specifications
- Ability to work safely around traffic
- Ability to solve problems
- Ability to perform strenuous work in a variety of outdoor conditions.
- Ability to operate and maintain heavy equipment
- Ability to be a self-starter
- Ability to work overtime when requested including nights and weekends
- Ability to work in extreme weather conditions

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

- Graduation from a standard senior High School, or completion of a GED. Two years' experience operating in a general construction setting. One year trimming trees around energized electrical equipment

Special Requirement: Must have valid driver's license; and must have a class B CDL upon hire.

EXTENT OF PUBLIC CONTACT

Limited public contact

Equipment Operator III Street crew

PHYSICAL DEMANDS

- Dexterity of hands
- Full movement of hands, arms and legs
- Good hand / eye coordination
- Ability to climb on and off equipment
- Ability to see, read and comprehend letters, numbers, words, characters or symbols which are both large and small, as well as identify colors
- Ability to lift, carry, push and pull items which weigh up to 40 pounds over uneven terrain , up/down stairs or ladders

WORKING CONDITIONS AND ENVIRONMENT

- Extreme heat and cold
- Stormy conditions
- Working around high traffic areas

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