

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

MONDAY, 23 MAY 2022 – 4:30 P.M. – COUNCIL CHAMBER

1. Audit Review – Lee Parks (Warren Averett)
2. Update on Grants – Jessica Walker
3. Update on Fairhope Duck Pond Restoration - Improvement of the Park Facilities at the North Beach Park
4. Discussion of Tennis Courts
5. Committee Updates
6. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, May 23, 2022 – Council Chambers**

Next Council Meeting – Monday, June 13, 2022 – Same Time Same Place

Park Name: North Beach Park

Park Address: N Beach Rd

Fairhope, Alabama

Project Description: Fairhope Duck Pond Restoration

Latitude and Longitude at Center of Park: Latitude 30°31'45.46"N

Longitude 87°54'30.47"W

Number of acres to be assisted: 16 acres

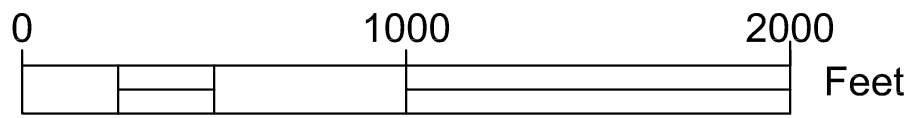
Project Description: The proposed project for the North Beach Park includes diverting stormwater runoff from the adjacent residential areas, adding a new sidewalk around the perimeter of the ponds, adding a new prefabricated pedestrian bridge, and additional amenities including picnic tables, benches, and a gazebo.

COST ESTIMATE

Description: Fairhope Duck Pond Restoration

Date: May 12, 2022

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Unclassified Excavation	Cubic Yard	1654	\$ 30.00	\$49,620.00
2	Concrete Sidewalk, 4" Thick	Square Yard	1208	\$ 60.00	\$72,480.00
3	Rehabilitation of Existing Pump System	Lump Sum	1	\$ 7,500.00	\$7,500.00
4	Mobilization	Lump Sum	1	\$ 35,000.00	\$35,000.00
5	Landscaping	Lump Sum	1	\$ 25,000.00	\$25,000.00
6	Improvements to Existing Wetland Pond	Lump Sum	1	\$ 25,000.00	\$25,000.00
7	Demolition of Existing Bridge	Lump Sum	1	\$ 5,000.00	\$5,000.00
8	Aluminum Pedestrian Bridge	Each	1	\$110,000.00	\$110,000.00
9	Metal Bench	Each	4	\$ 2,000.00	\$8,000.00
10	Gazebo 20' x 20'	Each	1	\$107,000.00	\$107,000.00
11	Trash Cans	Each	8	\$ 100.00	\$800.00
12	Picnic Tables	Each	4	\$ 800.00	\$3,200.00
Total Const. Cost:				\$	448,600.00
Design & CEI (10%):				\$	44,860.00
Total:				\$	493,460.00
Grant Request (50% Cons. + Design/CEI):				\$	246,730.00
City Match (50% cons.):				\$	246,730.00



CITY OF FAIRHOPE
DUCK POND RESTORATION

1 in = 1000 Feet

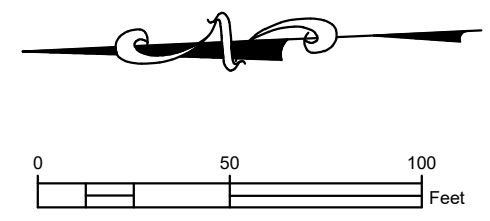
PROJECT LOCATION MAP

DATE:
MAY 2022



TITLE OF PROJECT: FAIRHOPE DUCK POND RESTORATION
 NAME OF SPONSER/APPLICANT: CITY OF FAIRHOPE
 DATE PREPARED: 5/12/22

REVISION NO.	DESCRIPTION	DATE	BY:



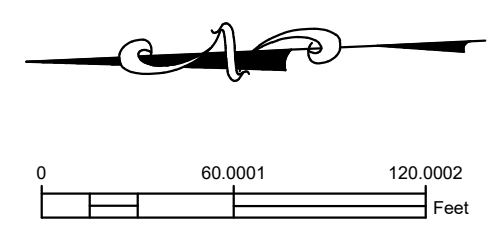
**CITY OF FAIRHOPE
 DUCK POND RESTORATION**



PARK NAME: NORTH BEACH PARK
 LOCATION: N BEACH RD, FAIRHOPE AL

PARCEL ID: 64360
 OWNER: FAIRHOPE, CITY OF
 AREA: 16.00 ACRES
 DESCRIPTION: 16 AC SEC 18-6-2 FROM NE COR OF SEC 18-6-2
 RUN W 1310' TO POB TH W 30° TH S 6' W 450'
 S'ERLY ALG MOBILE BAY 1570' E 66 0' TO BAYVIEW
 AVE TH N'ERLY ALG STD ST 1565' TO POB
 LATITUDE & LONGITUDE AT CENTER OF PARK: LATITUDE 30°31'45.46"N
 LONGITUDE 87°54'30.47"W

REVISION NO.	DESCRIPTION	DATE	BY:



**CITY OF FAIRHOPE
 DUCK POND RESTORATION**

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 23 MAY 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 09 May 2022 Regular City Council Meeting and minutes of 09 May 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Public Hearing – To discuss the improvement of the park facilities at the North Beach Park.
6. Site Plan Review and Approval – Request of FST 412 Fairhope, LLC owner, for Site Plan approval of 412 Fairhope Ave, a 3-Unit Multiple-Occupancy Project. The subject property is zoned B-2 Central Business District and is approximately 0.07 acres. The property is located on the southern side of Fairhope Avenue and lies east of Section Street. PPIN Number: 15148. (Planning Commission unanimously voted to recommend City Council approve SR 22.04.)
7. Resolution – That the City of Fairhope approves the procurement of a Ten (10) Ton R-410 Packaged Heat Pump from Trane U.S. d/b/a Trane for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. The procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00, the price has since increased. The total cost not-to-exceed \$9,056.00.
8. Resolution – That the City of Fairhope approves the procurement of one (1) 400A, 208V, 3-Phase 4-Wire, 3-Pole Series 300 Automatic Transfer Switch in NEMA3R Enclosure for City Hall from Gen-Co, Inc.; and authorizes procurement based on automatic transfer switch is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$6,005.00.
9. Resolution – That the City of Fairhope approves the repairs to the Elgin Whirlwind Street Sweeper for the Public Works Department; the repairs will be provided by Sansom Equipment Company a sole source provider of equipment, parts, and service for the Elgin Whirlwind Street Sweeper in the State of Alabama; and therefore does not have to be let out for bid. The total cost not-to-exceed \$8,751.52.
10. Resolution – That the City of Fairhope approves the procurement of the Annual Contract for Dumpster Service for Screenings from BCC Waste Solutions for the Wastewater Department to include service three (3) times per week for one (1) year, with up to two (2) yearly renewals, for a total cost not-to-exceed \$10,900.00.
11. Resolution – That the City of Fairhope approves the procurement and installation of the 16' x 12' Rolling Steel Door for the City of Fairhope Electric Barn to Bailey Door, Inc. for a total cost not-to-exceed \$11,698.00.

12. Resolution – That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the State of Alabama, acting by and through the Alabama Department of Transportation, 68V Harvest Green East, LLC, and the City of Fairhope regarding a traffic signal and certain roadway improvements to be installed and completed as set forth in the MOU.
13. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Contract between the City of Fairhope and Gulf South Pipeline Company, Inc., for the NNS and NNS-SCO No-Notice Agreement. This agreement shall be effective beginning April 1, 2023 and shall continue in full force and effect through March 31, 2028.
14. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Settlement and Release Agreement between the City of Fairhope and Mediacom Southeast LLC based on the findings from the audit by the City’s Consultant for the period starting January 1, 2020 and ending December 31, 2021 in the amount of \$6,072.55.
15. Resolution – That the City Council authorizes Mayor Sullivan to write a letter in support of the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library’s upstairs; and to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope’s Public Library.
16. Resolution – That the City of Fairhope authorizes submission of a grant application to ADECA for assistance from the Electric Vehicle Infrastructure in the amount of \$200,000.00, or 80% of the total proposed costs to install two DC Fast Chargers at Baldwin Square Shopping Center; and the 20% match from Alabama Municipal Electric Authority to be held in reserve; and authorizes the Mayor to sign the required grant application documents on behalf of the City.
17. Resolution – That Mayor Sherry Sullivan is hereby authorized to negotiate and execute a Memorandum of Understanding (“MOU”) between the City of Fairhope and A.I. Corte Jr. Family Limited Partnership. The purpose of the MOU is to facilitate placement of two Electric Vehicle Super Charger stations on property owned by A.I. Corte Jr. Family Limited Partnership commonly known as Baldwin Square Shopping Center. The City will be responsible for the installation, signage, paint markings, maintenance and repair of the subject stations placed on the property. The project is contingent on the approval of a corresponding ADECA Grant funding the EV stations.
18. Resolution – That the City of Fairhope authorizes submission of an application to ADECA requesting an FY 2022 Land and Water Conservation Fund (“LWCF”) grant and; authorizes Mayor Sherry Sullivan to sign all required grant application documents on behalf of the City. Total projected costs estimate is \$493,460.00 (50/50 match; City’s estimate \$246,730.00).
19. Appointment – Pedestrian & Bicycle Committee – Jack Graves
20. Recommendation – Street & Traffic Control Committee recommend to remove excessive “No Parking” signs at the Public Park/Beach Access on North Mobile Street at Perdido Avenue.

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

**City Council Work Session - 4:30 p.m.
on Monday, May 23, 2022 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
On Monday, May 23, 2022 – Council Chambers**

Next Regular Meeting – Monday, June 13, 2022 - 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, 9 May 2022.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Corey Martin, Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Pastor Jason Garcia of Celebration Church and the Pledge of Allegiance was recited and led by Troop 47 members who were there working on their Citizenship Badge.

Council President Conyers stated there was a need to add on two agenda items after Agenda Item Number 14: a resolution to award (Bid No. 017-22) Pecan Building Phase 2 West Wing Remodel for the Public Works Department to M. W. Rogers Construction Co., LLC with total bid proposal of \$227,146.00; and a resolution that the City of Fairhope supports the Alabama Department of Transportation’s Mega Grant Application to assist in funding I-10 Mobile River Bridge and Bayway Project.

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

Councilmember Martin moved to approve minutes of the 25 April 2022, regular meeting; and minutes of the 25 April 2022, work session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Mayor Sullivan recognized Grayson Traylor, a fifth grader at J. Larry Newton School and the winner of the Earth Day t-shirt contest. Her slogan for the t-shirt was “Are you ready to make a better planet.”
- 2) Longtime Fairhope business owner Ginger Milligan was presented with a Certificate of Achievement. Mayor Sullivan recognized the success of Fantasy Island Toys and Ginger’s dedication to the downtown Fairhope area. Fantasy Island Toys has been a staple of the community since 1976.
- 3) Mayor Sullivan also declared May as Mental Health Awareness Month in the City of Fairhope and recognized Kind Cafe Fairhope owners and cousins Alex Pikul and Megan Harden who will host the 2nd Annual Spread Kindness Event this Saturday, May 14th, from 9:30 a.m. to 1:30 p.m. at their location at 108 N. Section Street.

9 May 2022

- 4) Mayor Sullivan proclaimed May as a National Tennis Month and presented the proclamation to Tennis Pro Tomas Catar. This is a national celebration of tennis promoted by United States Tennis Association to promote and grow tennis in all communities across the country.

Mike Ford Tennis Center and Gulf Coast Tennis Association will be hosting a Family Fun Tennis Day on May 21, 2022 in Fairhope. This is a free event, and will include free instruction, games, and fun activities.

- 5) Mayor Sullivan proclaimed the week of May 16, 2022 through May 21, 2022 as National Safe Boating Week at the request of Richard Geiger of the Eastern Shore Flotilla and Immediate Past Division Commander, and the United States Coast Guard Auxiliary.
- 6) The Fairhope Junior Councilmembers were recognized by Mayor Sullivan. She said it has been a pleasure to work with them; and presented each one with a Certificate of Appreciation: Raphael Velasquez, Grayson McKean, Ellie Herrick, Isabella Tran, Ann Lyles Tapscott, and Galey McKelvain.
- 7) Mayor Sullivan also proclaimed the week of May 15, 2022 through May 21, 2022 as National Public Works Week and presented the proclamation to Public Works Director Richard Johnson and his staff.
- 8) Mayor Sullivan recognized her niece Genevieve Corte who is a nursing student at the University of South Alabama and graduating in July; and doing a Community Health Project for her health class.
- 9) Mayor Sullivan announced that Vann Saltz passed away. She mentioned that he served on the Recreation Board for many years. She asked everyone to keep his family in their prayers.

Councilmember Burrell asked everyone to keep the Vann Saltz family in their thoughts and prayers; and said he will be sorely missed.

Councilmember Martin offered condolences to the Saltz family. He told the City Council that Jim Horner, FEAB member, has requested the City Council to walk the triangle property with him.

Councilmember Boone mentioned the Personnel Board meeting on Thursday morning at 7:00 a.m. in the Board Room; and the Streets and Traffic Committee meeting at 4:00 p.m. in Delchamps Room. He also offered condolences to the Saltz family. He mentioned needing volunteers for soccer.

Council President Conyers congratulated Erin Langley and the Eastern Shore Repertory Theatre for their shows, Pippin and Godspell, this past weekend. He gave a shout to Victoria Whatley who was the lead in both shows.

9 May 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Lighting Equipment for Ford F350 Crew Cab 4x4 Pickup Truck for the Fire Department from Haynes Emergency Lighting. The total amount not-to-exceed \$9,309.25; and authorize the funding from a budgeted second truck they are unable to purchase due to supply chain shortage. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4448-22

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 Lighting Equipment for Ford F350 Crew Cab 4x4 Pickup Truck for the Fire Department from Haynes Emergency Lighting. The total amount not-to-exceed \$9,309.25.

[2] The Fire Department has a budgeted line item for a second truck with equipment. Due to supply chain shortage, they are unable to place this order for truck. The Fire Department is requesting \$9,309.25 of budgeted funding for the second truck be transferred to purchase equipment for the first truck, which has been ordered.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement and installation of the South Fence and Gate at the Pecan Building for the Wastewater Department from Hagan Fence. The total amount not-to-exceed \$21,847.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

9 May 2022

RESOLUTION NO. 4449-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope approves the procurement and installation of the South Fence and Gate at the Pecan Building for the Wastewater Department. A request for quote was sent to three (3) potential vendors for the Public Works Project. One (1) quote was received by Hagan Fence. The total amount not-to-exceed \$21,847.00.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for Commercial Glass Replacement at the Nix Center. Three quotes were obtained for this public works project. Robert Smith Glass, Inc. was the lowest quote. The total amount not-to-exceed \$69,850.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4450-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope approves the procurement for Commercial Glass Replacement at the Nix Center. Three quotes were obtained for this public works project. The lowest quote was from Robert Smith Glass, Inc. The total amount not-to-exceed \$69,850.00.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

9 May 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the bids for the Water Main Replacement State Road 181 Project (Bid No. 020-22) are hereby rejected due to bids considered over budget; and authorizes to rebid the project due to budgetary constraints. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4451-22

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

[1] That the bids for the Water Main Replacement State Road 181 Project (Bid No. 020-22) are hereby rejected due to bids considered over budget; and authorizes to rebid the project due to budgetary constraints.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Mayor Sullivan requested that the portable restrooms and ramps be removed from the list. Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] receiving bids for such property (via GovDeals) sold to the highest bidder; provided, however, that the City Council shall have the authority to reject all bids, when, in its opinion, it deems the bids to be less than adequate consideration for the personal property; [2] sold for scrap or recycle at the highest offered valued; [3] or disposal via landfill with the exception of the portable restrooms and ramps. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

9 May 2022

RESOLUTION NO. 4452-22

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by one of the following methods:

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall have the authority to reject all bids when, in its opinion, it deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.

ADOPTED AND APPROVED THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

9 May 2022

THIRD QUARTER GOV DEALS			
DISPOSITION	DESCRIPTION	YEAR	VIN NUMBER
GOV DEAL	FORD CROWN VIC	2009	2FAHP71VX9143348
GOV DEAL	CHEVROLET 2500	1988	1GBGC34KOJE199577
GOV DEAL	FORD F-250	2008	1FTNF20558EB07314
GOV DEAL	FORD F-350	2008	1FDWF36528EB07316
GOV DEAL	FORD F-350	1987	1FDJF3717HNA65084
GOV DEAL	INTERNATIONAL 4300	2002	1HTMMAAL42H551754
GOV DEAL	FORD F-250	2013	1FD7X2A60DEB47030
GOV DEAL	FORD F-250	2011	1FD7X2A60BEC53507
GOV DEAL	VERMEER STUMP GRINDER 672A		
GOV DEAL	DIXIE CHOPPER MOWER		
GOV DEAL	SEVERAL SPIN STATIONARY BICYCLES		
GOV DEAL	VARIOUS SMALL ENGINE EQUIPMENT		
GOV DEAL	2 BACKHOE BUCKETS		
GOV DEAL	1 PALLET TIRES		
GOV DEAL	WINCH		
GOV DEAL	1 PALLET BUSH HOG PARTS		
GOV DEAL	VARIOUS PALLETS OF STREET/HIGH BAY/ TRAFFIC LIGHTS		
GOV DEAL	2 SCREENED LOUVERED COVERS		
GOV DEAL	1 PALLET ELECTRIC MOTORS/TIRES/ ETC.		
GOV DEAL	VARIOUS ROLLS OF FENCING & T POST		
GOV DEAL	ADPHIBIAN FLOOR CLEANER		
GOV DEAL	HONDA GENERATOR		

9 May 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council authorizes Mayor Sherry Sullivan to execute and sign the agreement between the Fairhope Single Tax Corporation and the City of Fairhope, and all necessary documents for a commitment of \$125,000.00 for Artist Bruce Larson Arts Alley Sculptures to be constructed and placed in the Arts Alley and the Parking Garage in Fairhope, Alabama. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell clarified that the \$125,000.00 will be from the Fairhope Single Tax Corporation not the City of Fairhope.

RESOLUTION NO. 4453-22

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that the Fairhope City Council authorizes Mayor Sherry Sullivan to execute and sign the agreement between the Fairhope Single Tax Corporation and the City of Fairhope, and all necessary documents for a commitment of \$125,000.00 for Artist Bruce Larson Arts Alley Sculptures to be constructed and placed in the Arts Alley and the Parking Garage in Fairhope, Alabama.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

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 attached proposed City of Fairhope Purchasing Policy Guidelines procedure is hereby approved for expenditures which will streamline the process which will save time and money; and the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted. The motion was seconded by Councilmember Boone. Mayor Sullivan briefly went over the policy. After further discussion, motion passed unanimously by voice vote.

9 May 2022

RESOLUTION NO. 4454-22

WHEREAS, the Governing Body of the City of Fairhope adopts an annual budget that approves line item expenses for the City of Fairhope General Fund and Utilities; and

WHEREAS, the City Council is desirous to make the expenditure process more efficient for City Staff, for the City Council, and for the City; and

WHEREAS, the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted; and

WHEREAS, the City Council by adopting the attached proposed City of Fairhope Purchasing Policy Guidelines will streamline the process which will save time and money.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the attached proposed City of Fairhope Purchasing Policy Guidelines procedure is hereby approved for expenditures which will streamline the process which will save time and money; and the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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9 May 2022

**CITY OF FAIRHOPE PURCHASING POLICY GUIDELINES
EXPENDITURES UNDER \$15,000 & \$50,000 (FOR PUBLIC WORKS PROJECTS)**

Expenditures under \$15,000; \$50,000 for Public Works projects are governed by the City of Fairhope's internal purchasing policies.

Purchase of goods and services for the COF require the issuance of a Purchase Order (PO) to the vendor.

A PO **CANNOT** be issued until the vendor has been established in the Purchasing Department's Vendor Registry Database. **No work is to be conducted by a Vendor prior to the issuance of a PO to the Vendor.** Please contact Purchasing Department if you would like a Vendor to be added to the COF Vendor Database.

In order to have a PO number assigned, a PO Requisition must be entered in MUNIS by the requesting department. Quotes, purchasing cooperative contracts (where applicable), green sheets (where applicable), and resolutions (where applicable) must be denoted and / or attached to the requisition. **All Requisitions over \$5,000** will be approved by the Treasurer. Once the Requisition is approved a PO can be issued.

Approval requirements vary for different expenditure thresholds. Requirements are as follows:

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001- \$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt -\$5,001-\$15,000 Utilities - \$10,001-\$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Services Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

***Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.**

Certain utility purchases may not require bid or approval if they meet criteria below per Alabama Code Title 41, State Government 41-16-51
Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

(7) 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.

If an expenditure request needs to go to City Council for approval, a memo must be issued to the City Treasurer through the Purchasing Manager for the issuance of a green sheet. Memos must be issued to the Treasurer the Wednesday after the last Council meeting to get on the upcoming Council agenda.

A purchase contract, etc. CANNOT be broken into several purchases to circumvent the law (Reference Resolution No. 3873-20).

Purchases of "like" items totaling **over \$15,000** in a fiscal year **must be bid** and can only be approved by City Council.

PO value and invoice value must match. Invoices must reference PO number, contract number, project number, bid number, etc.

A bi-monthly report of capital items budgeted and non-budgeted will be provided to the Council by Treasury.

Councilmember Martin moved to grant the request of Cece Pless on behalf of Mobile Baykeeper, Inc. requesting permission to block streets and use Park on South end of Pier, North Beach Road, Bayfront Park (Pier), and Fountain Area for the 2022 Publix Grandman Triathlon on May 21, 2022 (On May 20th close Rose Garden, no later than 5:00 p.m. and on May 21st close road entering North Bayfront Park from 5:00 a.m. until the last race finishes); use of barricades; and permission to serve beer on South Beach Park with all appropriate security after the race. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

9 May 2022

City Council reviewed an application for a Beer/Wine Off Premises License by Publix Alabama, LLC #1799, located at 9867 State Highway 104, Fairhope, AL 36532. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Ferus by the Bay, LLC d/b/a Ferus by the Bay, 51 South Church Street, Fairhope, AL 36532. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 017-22) Pecan Building Phase 2 West Wing Remodel for the Public Works Department to M. W. Rogers Construction Co., LLC with total bid proposal of \$227,146.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4455-22

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 to procure services for (Bid No. 017-22) Pecan Building Phase 2 West Wing Office Remodel at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Pecan Building Phase 2 West Wing Office Remodel

[3] At the appointed time and place; after evaluating the bids with the required specifications, M.W. Rogers Construction Co, LLC is now awarded (Bid No. 017-22) Pecan Building Phase 2 West Wing Office Remodel; for a total cost of \$227,146.00.

ADOPTED ON THIS 9TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

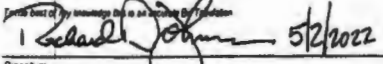
Lisa A. Hanks, MMC
City Clerk

9 May 2022

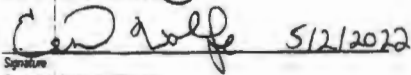
City of Fairhope Bid Tabulation
 Bid 017-22 Piccan Building - Phase 2 - West Wing Remodel
 Opened April 29, 2022 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond (Y/N)	Vendor Compliance (Y/N)	Piccan Building - Phase 2 - West Wing Remodel Line 1 Lump Sum Price	Piccan Building - Phase 2 - West Wing Remodel Line 2 Electrical Parts and Materials	Piccan Building - Phase 2 - West Wing Remodel Total Base Bid	Piccan Building - Phase 2 - West Wing Remodel Additive Alternative Line 3 Painting/Staining	Piccan Building - Phase 2 - West Wing Remodel Additive Alternative Line 4 Closet Arrangement	Piccan Building - Phase 2 - West Wing Remodel Addendum 1 Total Bid Electrical
Eric Lazzari Construction	Y	Y	Y	\$291,400.00	\$16,000.00	\$291,405.00	\$13,005.00	\$2,122.00	\$42,800.00
Highland Vlake Construction	Y	Y	Y	\$322,423.00	\$15,000.00	\$322,423.00	\$18,230.00	\$8,948.00	\$22,500.00
MW Rogers	Y	Y	Y	\$200,238.00	\$15,000.00	\$200,238.00	\$8,100.00	\$2,750.00	\$23,750.00
Tindle Construction	Y	Y	Y	\$267,632.00	\$15,000.00	\$267,632.00	\$7,500.00	\$5,500.00	\$34,000.00
RH Doss Building Co.	Y	Y	Y	\$231,711.00	\$16,000.00	\$231,711.00	\$17,000.00	\$5,000.00	\$27,700.00

Recommendation:

I recommend the award of this bid to the lowest bidder.
 Signature:  5/2/2022

Richard Johnson, Director of Public Works

Signature:  5/2/2022
 Erin Wolfe, Purchasing Manager

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope supports the Alabama Department of Transportation's Mega Grant Application to assist in funding I-10 Mobile River Bridge and Bayway Project. The motion was seconded by Councilmember Robinson. Councilmember Burrell explained the ALDOT Mega Grant application with the deadline being March 23, 2022. He said this projects must be shovel ready. After further discussion, motion passed unanimously by voice vote.

9 May 2022

RESOLUTION NO. 4456-22

WHEREAS, Interstate 10 is a major East-West corridor for commercial and personal vehicles, and is the only interstate highway that connects the East Coast, West Coast, and Gulf Coast of the United States; and

WHEREAS, the portion of Interstate 10 connecting Mobile and Baldwin Counties was initially built for 30,000 vehicles per day, but now services more than 100,000 vehicles on peak days, with traffic volumes growing steadily and continuously; and

WHEREAS, Mobile and Baldwin Counties are home to significant industry, whose workforce and suppliers rely on Interstate 10 to safely move people and goods across Mobile Bay; and

WHEREAS, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

WHEREAS, traffic and congestion on Interstate 10 will continue to increase, with negative effects on public safety, commerce, and mobility in the region, if no action is taken; and

WHEREAS, the City of Fairhope agrees on the need for a new bridge over the Mobile River and Mobile Bay and a framework to achieve this goal; and

WHEREAS, the City of Fairhope recognizes that President Biden and Congress conceived and enacted the Infrastructure Investment and Jobs Act (IIJA), which includes a new discretionary grant program designed to address infrastructure challenges of this type and magnitude; and

WHEREAS, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the National Infrastructure Assistance Program, or "Mega Grant" program; and

WHEREAS, this program can be a key funding component to address this crucial infrastructure need of local, regional, and national importance.

THEREFORE, BE IT RESOLVED that the City of Fairhope supports the Alabama Department of Transportation's application for a Mega Grant and any other sources of federal funding that may become available; and

9 May 2022

BE IT FURTHER RESOLVED, that the City of Fairhope supports the MPOs who are immediately initiating the process within all applicable regulations and bylaws of adding the Mobile River Bridge and Bayway project to their Transportation Improvement Plans (TIPs) to cooperate with the Alabama Department of Transportation to move the project forward and to qualify for and apply for the Mega Grant; and

BE IT FURTHER RESOLVED, that the City of Fairhope's supports the MPOs who will finalize the process of including the Mobile River Bridge and Bayway project in their TIPs as soon as possible under the ongoing review and oversight of their respective boards.

ADOPTED AND APPROVED THIS THE 9TH OF MAY, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss potential litigation; and Section 36-25A-7(a)(4) to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosure of which could reasonably be expected to be detrimental to public safety or welfare. The approximate time to be in Executive Session is 40 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 6:44 p.m. Returned at 8:19 p.m.

9 May 2022

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 8:19 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 9 May 2022.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Corey Martin, Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Jimmy Conyers called the meeting to order at 4:30 p.m.

The following topics were discussed:

- Golf Pro Bobby Hall addressed the City Council and introduced Golf Grounds Manager Tomm Johnson. Mr. Hall gave an update on revenues from June 1, 2021 through August 31, 2021.

Mr. Johnson addressed the City Council and said he met with Mayor on April 12, 2022 regarding the 9 greens needing to be renovated. He said they have saved about \$170,000.00 rehabilitating the remaining greens. Mr. Hall said we could play temporary greens. Council President Conyers said he did not want the golf course closed. Councilmember Burrell echoed Council President Conyers; and said we could use temp by Hole number 1 for putting. He said we need options to not close the course; and stated he was concerned with employees and liability. Council President Conyers asked what caused the issue. Mr. Hall said it was a bad mowing process not chemicals. It was mentioned that Mr. Johnson has two degrees from Auburn University, one degree from Mississippi State University, and a law degree from Cumberland School of Law. Mr. Johnson stated we need to leave 17 holes open and close Hole number 2.

- Electric Department Project Updates was next on the agenda. Electric Superintendent Conrad Havranek introduced Ian Morrison and Jeff Hartline who would be giving the updates on the Nichols Substation and the Twin Beech Substation.

Ian Morrison addressed the City Council and gave an update on the Nichols Substation. He said the Electric Department will first energize Nichols, take down Church Street, and then energize Morphy.

Jeff Hartline addressed the City Council and gave an update on several substations. He said the Twin Beech Substation is complete; the Nichols Street Substation construction needs to be completed by East Bay and then put the load on; the Volanta Substation is complete; and gave a brief update on the Morphy Substation. Councilmember Martin questioned the SCADA system. Councilmember Burrell questioned the Twin Beach transformer moving and the site afterwards.

Monday, 9 May 2022

Page -2-

- The next item on the agenda was the ROW Ordinance and Summary of the Proposed Changes. Building Official Erik Cortinas addressed the City Council and commented he sent the ROW Ordinance to Greg Fender, our telecom consultant, to review; and he made suggestions which have been incorporated into the ordinance. Mr. Cortinas went through the main changes in the ROW Ordinance and noted this is only applies in the City limits. Councilmember Burrell brought up trailers on sidewalks that are safety issues and now problematic. Mr. Cortinas said there are provisions to cover sidewalks, grass, plants, etc. ROW Inspector John Thomas said the restoration fees should cover this too.

Councilmember Robinson questioned containers in parking spaces; and said we have a cost per space from a study. Planning Director Hunter Simmons responded it is \$70,000.00 per parking space per year. Mayor Sullivan said we have a team working on mapping water and sewer lines right now. She said John Thomas and team are looking at rights-of-ways and ADA compliance.

Mayor Sullivan said we are looking at one more Work Session for the ROW Ordinance; and hopefully adopting in June. Mr. Cortinas said contractors who already have permits will fall under the current ordinance. After adoption, contractors will have to abide under this ordinance.

- Council President Conyers briefly went through the Agenda Items and who would explain if needed.
- IT Director Jeff Montgomery addressed the City Council and announced this was Joe Lett's last meeting; and thanked him for his service with Fairhope.
- Planning Director Hunter Simmons addressed the City Council regarding the Polo Crossing site plan.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:54 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

MEMORANDUM

DATE: May 15, 2022

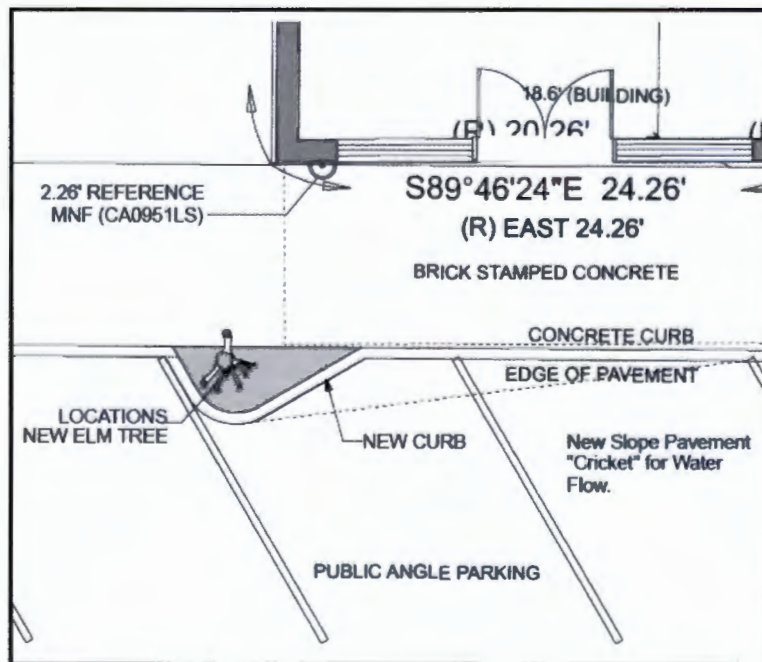
TO: Fairhope City Council

FROM: Hunter Simmons, Planning and Zoning Manager

RE: Conflict resolution options for proposed balcony and street tree at 412 Fairhope Ave.

As stated during the City Council meeting, staff believes re-designing the balcony so that it does not conflict with an existing street tree is one viable option. To review alternatives, Public Works Director, Richard Johnson; City Horticulturist, Jamie Rollins; and I met the applicant, Brian Britt, along with Ryan Baker and Larry Smith on site on May 3rd.

The applicant supplied the following drawing illustrating a conceptual tree well which utilizes the 'un-used' portion of an angled parking space. For this site, it was proposed to remove the existing tree and replant a new tree in the location shown that would conflict less with their proposed balcony.



From a practical perspective, staff felt the proposed island would accommodate an Elm like those currently planted on Fairhope Ave and it also provided the added benefit of moving the tree well out of a crowded sidewalk. On the other hand, staff felt this option only benefitted this lone site, and being within the public right-of-way did not offer a benefit to the public.

As a result, the applicant submitted the following plan. The plan proposes five new tree wells like the one illustrated above within the same block. The applicant has agreed to install these tree wells, as well as new trees where appropriate, at their expense.



The following notes were included with the proposed plan above:

- Location 1: New Tree.
- Location 2: This is in close proximity to the small tree planted a few years back, either relocate or remove and replace in this location.
- Location 3: This is very close to a larger tree. I would propose flowers in the island until they need to replace the existing tree.
- Location 4: This is close to the Honey Baked Ham/Wok by d'Bay, tree. I would propose flowers in the island until they need to replace the tree.
- Location 5: New Tree.

Staff reviewed the proposed plan, and conceptually, believes this option provides a benefit to the public. A short-term benefit includes new street trees along the northern side of Fairhope Ave. As you can see in the image below, the only street trees are located near the ends of the block. This plan would provide sufficient space to plant new street tree(s) mid-block. Long-term, moving the trees, when appropriate, off the sidewalks offers a benefit to the public, as well as adjacent businesses. It should also be emphasized **the proposed solution does not remove public parking spaces**, but instead utilizes the unused space within existing spaces.



While staff believes the proposed plan offers a viable alternative, it has been reviewed conceptually to date. If approved by City Council, final construction plans and exact locations of the proposed tree wells, shall be approved by Public Works Director, Richard Johnson and City Horticulturist, Jamie Rollins.

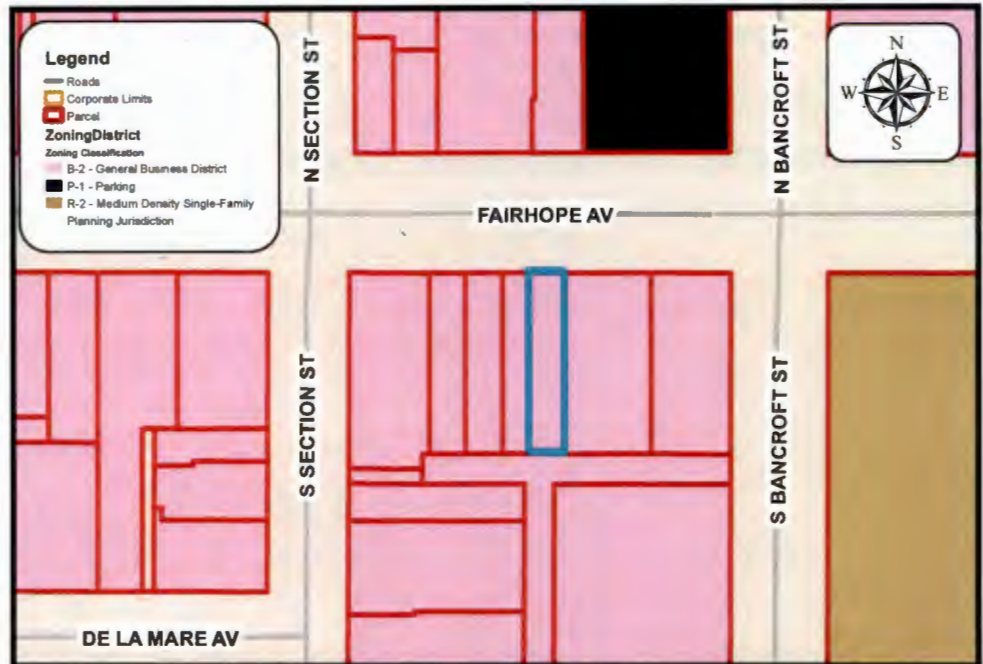
City of Fairhope City Council

April 25, 2022



Planning Commission unanimously (5 Ayes, 0 Nays) voted to recommend approval of SR 22.04

SR 22.04 - 412 Fairhope Ave



Project Name:

412 Fairhope Ave

Site Data:

0.07 acres

Project Type:

Site Plan Review

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

B-2

PPIN Number:

15148

General Location:

South side of Fairhope Ave, between S. Section St & S. Bancroft St

Surveyor of Record:

SE Civil LLC

Engineer of Record:

SE Civil LLC

Owner / Developer:

FST 412 Fairhope LLC

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Recommendation:

Approval with Conditions

Prepared by:

Casey Potts



APPLICATION FOR SITE PLAN APPROVAL

Application Type: Site Plan
Attachments: Articles of Incorporation or List all associated investors

Date of Application: 2/22/2022

Property Owner / Leaseholder Information

Name of Property Owner: FST 412 Fairhope, LLC Phone Number: 251-928-9900
Address of Property Owner: 455 Magnolia Avenue
City: Fairhope State: AL Zip: 36532

Proposed Site Plan Name: 412 Fairhope Ave
Site Acreage: 0.07 AC. Sq. Footage: 7440 Parcel
No: 05-46-03-37-0-801-001.505 Current Zoning: B-2, CBD

Authorized Agent Information

Name of Authorized Agent: SE Civil, LLC Phone Number: 251-990-6566
Address: 9969 Windmill Road
City: Fairhope State: AL Zip: 36532
Contact Person: Larry Smith, PE

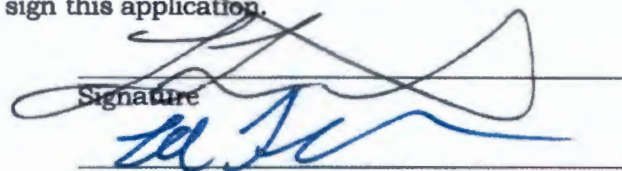
Engineer/Architect Information

Name of Firm: SE Civil, LLC Phone Number: 251-990-6566
Address: 9969 Windmill Road
City: Fairhope State: AL Zip: 36532
Contact Person: Larry Smith, PE

I certify that I am the property owner/leaseholder of the above described property and hereby submit this site plan to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Larry Smith Agent
Property Owner/Leaseholder Printed Name

2/15/22
Date


Signature
Fairhope Single Tax Corp. (If Applicable)

Summary of Request:

Request of FST 412 Fairhope, LLC for Site Plan Approval of 412 Fairhope Avenue, a 3-Unit multiple-occupancy project. SE Civil, LLC is the authorized agent and Engineer for the project. The subject property is zoned B-2 Central Business District and is approximately 0.07 acres. The property is located on the southern side of Fairhope Avenue and lies east of Section Street. Staff also received a multiple-occupancy case for the April Planning Commission meeting that will review utilities, drainage, and traffic in more detail.

Setbacks: Non-residential buildings in the Central Business District shall be built to the right-of-way line. No side-setback is required for non-residential buildings in the Central Business District. Setback requirements are met.

Building(s): The buildings meet the 40' height restriction of B-2 within the Central Business District. Architectural elevations are provided as attachments. Front elevations are shown in Figure 1. Materials for the building are primarily tongue and groove siding, steel pipe columns and brackets, and glass.

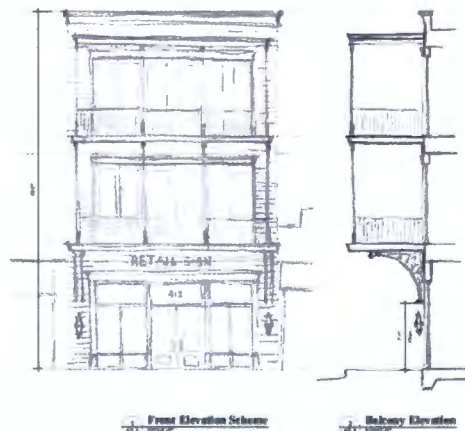


Figure 1. Front Architectural Elevations

The balcony design conflicts with an existing 9" tree. A permit will not be issued to alter, trim, or relocate the tree. Staff requested a revision to the balcony and two relocation solutions have been presented to staff. Figure 2 depicts the relocation of the birch tree 5 feet east of the current location. Figure 3 proposes the removal of one parking space and installation of a landscaped island, within which the birch tree will be replanted. Staff recommends redesign of the balcony in lieu of replanting the tree.



Figure 2: Relocation Option A

Recommendation:

Staff recommends conditional approval of Case SR 22.04 with the following conditions:

- 1.) Redesign of the balcony to resolve the conflict with the existing street tree.

Article II, Section C.2.d. (Site Plan Review Criteria)

Criteria – The application shall be reviewed based on the following criteria:

- (1) Compliance with the Comprehensive Plan;
The property is currently zoned B-2 and the uses currently proposed (residential and retail) are allowed in B-2.
- (2) Compliance with any other approved planning documents;
- (3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts;
The standards of the zoning ordinance have been, or shall be by condition of approval, met.
- (4) Compliance with other laws and regulations of the City;
Meets
- (5) Compliance with other applicable laws and regulations of other jurisdictions;
Meets
- (6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;
No conflicts.
- (7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values;
No conflicts.
- (8) Overall benefit to the community;
No Conflicts.
- (9) Compliance with sound planning principles;
Meets
- (10) Compliance with the terms and conditions of any zoning approval;
Meets
- (11) Any other matter relating to the health, safety, and welfare of the community;
Nothing noted
- (12) Property boundaries with dimensions and setback lines;
Meets
- (13) Location of proposed buildings and structures indicating sizes in square feet;
Meets
- (14) Data to show percentage of lot covered with existing and proposed buildings;
Meets
- (15) Elevations indicating exterior materials;
Elevations were provided.
- (16) The locations, intensity, and height of exterior lights;
- (17) The locations of mechanical equipment;
Indicated on the site plan. No conflicts.
- (18) Outside storage and/or display;
Not permitted in B-2.
- (19) Drive-up window locations (must be away from residential uses/districts and not in front of building);
No drive-up windows are proposed.
- (20) Curb-cut detail and location(s);
Meets.
- (21) Parking, loading, and maneuvering areas;
Meets.
- (22) Landscaping plan in accordance with the City Landscape Ordinance;
Not required.

(23) Location, materials, and elevation of any and all fences and/or walls;

Meets

(24) Dumpster location and screening; and

Meets

(25) Location and size of all signage.

No signs were submitted for approval. All signs shall meet the requirements of the City of Fairhope Sign Ordinance.



March 18th, 2022

Casey Potts
City of Fairhope
555 S. Section Street
Fairhope, AL 36533

Re: SR 22.04 412 Fairhope Avenue Site Plan Review
SE Civil Project No. 20211042

Dear Casey:

Attached is the re-submittal package for the above referenced project.

1. (2) 11"x17" Copies of the Revised Site Plans
2. (1) 24"x36" Copy of the Revised Site Plans
3. A pdf of the Revised Site Plans.

Below is a response letter for the comments provided. See responses in **red**.

- Dumpsters are indicated with three squares. Please provide more detail other than location.
RESPONSE: Call out on Sheet C01 has been revised to say "Roll out garbage cans to be screened from view via building walls." Also, the following Note #22 on Sheet C01 has been added: "Garbage to be picked up by City of Fairhope Public Works via roll out cans."
- Access to HVAC equipment yard is indicated in the middle of the stairwell. Please confirm that access is located on the first floor rather than the stairwell.
RESPONSE: Although in the plan view it appears the HVAC equipment access door is in the middle of the stairwell this access door is truly under the first landing of the stairwell.
- Balcony conflicts with an existing birch tree. Please modify the balcony design to not interfere with the existing tree.
RESPONSE: The existing birch tree is to be removed and replanted. In Sheet C01A and C01B we have provided two options for tree replanting. Option A is the preferred course of action.
- A Multiple Occupancy Project review will follow. Some notes from our utilities:
 - Provide alley resurfacing plan per agreement with Public Works.
RESPONSE: The requested survey of the existing alley has been provided to Richard Johnson to address this comment.
 - Water service will need to be revised and relocated to the back alley. Meters will need to be placed at the rear of the building.
RESPONSE: Revised Sheet C04 now shows water service coming off of the existing 6" HDPE water main behind the building with meters added along the South property line and removed from the front of the building. FPU has agreed to install the three (3) meters behind the building when they proceed with the infrastructure improvements behind this site.
 - Fire line, if required, will also be provided from the alley.
RESPONSE: Revised Sheet C04 now shows a fire line coming off of the existing 6" HDPE water main behind the building.

- Please confirm if gas will service all three units.
RESPONSE: Yes, gas will service all three units. Two additional gas meters have been added and called out in our revised utility plan. Refer to Sheet C04.

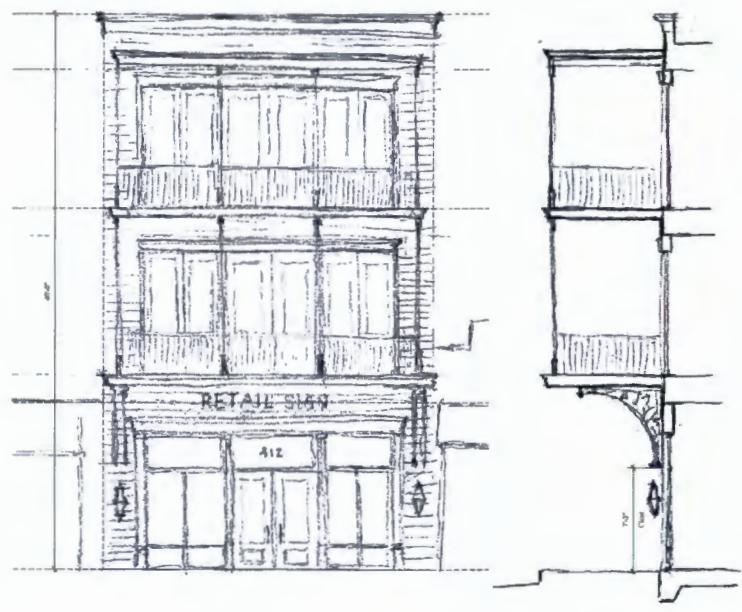
If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Smith', with a large, sweeping flourish extending to the right.

Larry Smith, PE
lsmith@secivileng.com


**WALCOTT
ADAMS
VERNEUILLE**
 ARCHITECTURE|INTERIORS
 1 SOUTH SCHOOL STREET
 FAIRHOPE, AL 36532
 (205) 836-8841



1 Front Elevation Scheme
 1/4"=1'-0"

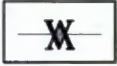
2 Balcony Elevation
 1/4"=1'-0"

All T&G Siding
 Steel Pipe Columns & Brackets
 Thin Balconies
 Large "Contemporary" Glass Openings

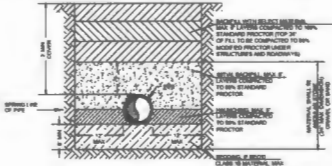
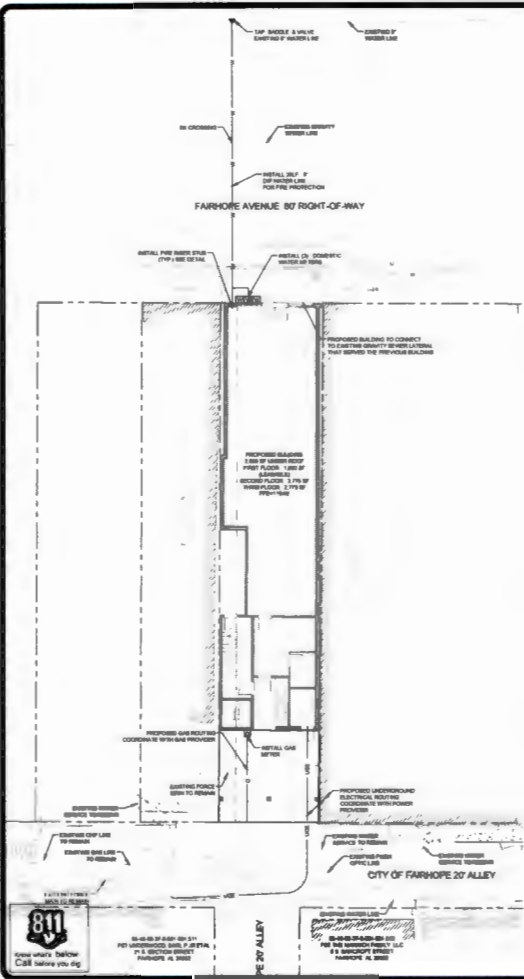
Renovations and Additions to
412 Fairhope Ave
 412 Fairhope Ave
 Fairhope, AL 36532

Date	February 12, 2011
By	
Revised	
Revised	
Revised	
Drawn	
Checked	
Copyright 2011 Walcott Adams Verneulle, Architects, Inc.	

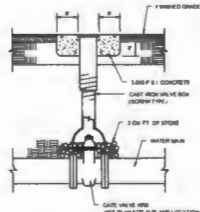
A3.1
 Building Elevations



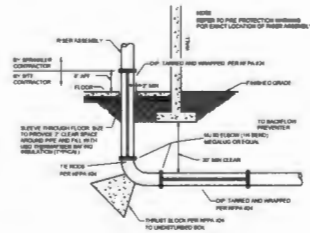
This drawing and all documents attached to it are the property of Walcott Adams Verneulle Architects, Inc. This drawing is copyright protected and shall not be reproduced, copied, duplicated, or used in any other manner without the written consent of Walcott Adams Verneulle Architects, Inc. This drawing is a preliminary drawing and shall not be used for construction. The drawing is a preliminary drawing and shall not be used for construction.



PVC WATER BEDDING
SCALE 1/8"



VALVE BOX SETTING
SCALE 1/8"



FIRE RISER STUB DETAIL
SCALE 1/8"

UTILITY NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CORRECT PLACEMENT OF UTILITY LINES TO CONFORM WITH ALL CITY ORDINANCES AND SPECIFICATIONS OF FAIRHOPE. ALL UTILITIES SHALL BE PLACED TO CONFORM WITH THE CITY OF FAIRHOPE. ALL UTILITIES SHALL BE PLACED TO CONFORM WITH THE CITY OF FAIRHOPE.
- 2. ALL UTILITIES SHALL BE INSTALLED PER THE APPLICABLE CODES AND REGULATIONS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL UTILITIES WITH THESE CODES.
- 3. ALL UTILITIES SHALL BE INSTALLED PER THE APPLICABLE CODES AND REGULATIONS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL UTILITIES WITH THESE CODES.
- 4. ALL UTILITIES SHALL BE INSTALLED PER THE APPLICABLE CODES AND REGULATIONS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL UTILITIES WITH THESE CODES.
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- 9. ALL UTILITIES SHALL BE INSTALLED PER THE APPLICABLE CODES AND REGULATIONS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL UTILITIES WITH THESE CODES.
- 10. ALL UTILITIES SHALL BE INSTALLED PER THE APPLICABLE CODES AND REGULATIONS AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF ALL UTILITIES WITH THESE CODES.

UTILITY PLAN LEGEND

EXISTING	PROPOSED
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UTILITY PLAN

412 Fairhope Ave.
Fairhope, Alabama 36525



DATE: 10/20/2023
JOB NO: 23001
BY: DW
CHECKED: DW
SCALE: AS SHOWN
SHEET: C04

FAIRHOPE AVENUE 80' RIGHT-OF-WAY

REMOVE FENCE TO BE REINSTALLED
BY OWNER. CHAIN AND STAKE FOR
REPLACEMENT OFFERED

CONTRACTOR TO REMOVE RE-ORIENTING
DOWNING. STAKE & STAY TO RE-ORIENTING POLE
DIRECTLY UP TO PROPOSED EXTERIOR WALL

CONTRACTOR TO REMOVE RE-ORIENTING
DOWNING. STAKE & STAY TO RE-ORIENTING POLE
DIRECTLY UP TO PROPOSED EXTERIOR WALL

CITY OF FAIRHOPE 20' ALLEY

CITY OF FAIRHOPE
20' ALLEY



DEMOLITION NOTES

1. OBTAIN ALL PERMITS PRIOR TO USE AND LOCAL AGENCIES PRIOR TO THE DEMOLITION AND REMOVAL OF ANY STRUCTURES, FENCES, FENCES, OR INFRASTRUCTURE
2. ALL EXISTING STRUCTURES, INFRASTRUCTURE, UTILITIES, CABLE, PIPING, AND ANY OTHER MATERIALS SHALL BE IDENTIFIED BY GPS AND A SURVEY TECHNICIAN
3. CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 14 DAYS BEFORE ANY DEMOLITION TO IDENTIFY EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REMOVE OR RE-ORIENT UTILITIES FOR WHICH COPIES OF THE PROVIDED APPROPRIATE RECORDS OF THE TOWN
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION INCLUDING BUT NOT LIMITED TO ALL EXISTING STRUCTURES, DOWNING, DOWNING & STAY, ETC. ALL REQUIRED DOWNING, DOWNING & STAY, ETC. SHALL BE AT CONTRACTOR'S RISK. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION INCLUDING BUT NOT LIMITED TO ALL EXISTING STRUCTURES, DOWNING, DOWNING & STAY, ETC. ALL REQUIRED DOWNING, DOWNING & STAY, ETC. SHALL BE AT CONTRACTOR'S RISK
5. THE GENERAL CONTRACTOR OF CONTRACTOR SHALL OBTAIN FROM THE OWNER ALL REQUIRED DEMOLITION AND DEMOLITION PERMITS AND SHALL BE RESPONSIBLE FOR DEMOLITION AND DEMOLITION PERMITS AND SHALL BE RESPONSIBLE FOR DEMOLITION AND DEMOLITION PERMITS AND SHALL BE RESPONSIBLE FOR DEMOLITION AND DEMOLITION PERMITS
6. METAL FRAME FOR REINFORCEMENT BARRIERS AND TREE PROTECTION FENCE TO BE REMOVED PRIOR TO DEMOLITION AND REINFORCEMENT CONTROL PLAN AND LANDSCAPE PLAN PER DETAIL A
7. REMOVE EXISTING AT THE END OF THE ROAD. CURBS SHALL BE REINSTALLED TO PROTECTIVE CURB

TREE REMOVAL LEGEND

REMOVE TREE X

TREE PROTECTION FENCE

DEMOLITION LEGEND

BUILDING, LANDSCAPE, OR UTILITY REMOVAL

REMOVE, APPROX. RECONSTRUCTION

DEMOLITION SYMBOLS

- 1. REMOVE EXISTING BUILDING STRUCTURE AND ASSOCIATED BRICK MATERIAL
- 2. REMOVE EXISTING LANDSCAPE AND MATERIALS
- 3. REMOVE EXISTING CONCRETE PAVEMENT
- 4. REMOVE EXISTING CURBS
- 5. REMOVE EXISTING CHAIN LINK
- 6. REMOVE EXISTING AND NEW TO THE RIGHT OF WAY
- 7. REMOVE EXISTING DOWNING & STAY WITH RE-ORIENTING POLE EXISTING RECORDS

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811

Civil Engineering

412 Fairhope Ave. Fairhope, Alabama 36532

DEMOLITION PLAN

D01

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 a Ten (10) Ton R-410 Packaged Heat Pump from Trane U.S. d/b/a Trane for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. The procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00, the price has since increased. The total cost not-to-exceed \$9,056.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Ten (10) Ton R-410 Package Heat Pump

Project Location: Rotary Youth Center

Presented to City Council: 5/23/2022

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 9,056.00

Vendor: Trane U.S d/b/a Trane

Project Engineer: n/a

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

MAY 16 '22 AM 11:40
JW

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 **NonDeptFec-75** Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
 Capitalized XXX
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital XXX
 Unfunded _____

Expense Code: 001750-50363
 G/L Acct Name: Boys & Girls Club Capital Purchase

Project Budgeted: \$ 8,000.00
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 1,056.00

Comments: _____

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

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 5/6/2022 Purchasing Memo Date: 5/6/2022 Delivered To Date: 5/13/2022

Request Approved Date: 5/13/2022 Request Approved Date: 5/13/2022 Approved Date: 5/13/2022

Signatures: Aislinn Stone _____ Kim Creech _____ Sherry Sullivan
 Aislinn Stone _____ Kim Creech _____ Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: May 6, 2022

Re: **Green Sheet and City Council Approval of a Ten (10) Ton R-410
Packaged Heat Pump**

The Assistant Director of Public Works, George Ladd, is requesting procurement of a Ten (10) Ton R-410 Packaged Heat Pump for the Rotary Youth Center.

The proposal for the Ten (10) Ton R-410 Packaged Heat Pump is Nine Thousand Fifty-Six Dollars (\$9,056.00). This heat pump will be purchased through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. City of Fairhope will provide the labor necessary for the installation.

This procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00. The price has since increased.

NOTES:

See Attached Vendor Proposal and Omnia Partners Contract and Extension for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for a Ten (10) Ton R-410 Packaged Heat Pump for the Rotary Youth Center to Trane U.S. d/b/a Trane for \$9,056.00.

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

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

CC file, George Ladd, Richard Johnson, Clint Steadham



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
All Bidders

Date: May 3, 2022

Proposal Number: J5-103724-1
Quote Number: 18-362255-22-001
Co-op Contract Number: USC 15-JLP-023

Job Name:
City of Fairhope Rotary Youth Club

Bid Date: May 3, 2022

Delivery Terms:
Freight Allowed & Prepaid 1st Destination/Jobsite

Payment Terms:
Net 30 Days

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

Tag Data - 3-10Ton R-410 Packaged Heat Pump (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	10 Ton R-410 Packaged Heat Pump	WSC120H3R0A--0000000000000000000000000000

Product Data - 3-10Ton R-410 Packaged Heat Pump

- Item: A1 Qty: 1
- DX cooling
- Standard efficiency
- Convertible
- 10 Ton
- 208-230/60/3
- Microprocessor controls 3ph
- Condenser hail guard (FId)
- 2nd-5th yr. parts less compr. warranty
- 1st Year Labor warranty
- Labor - 2 - 5th year labor

Total Net Price (Excluding Sales Tax)\$ 9,056.00

Chris Broders.....prepared by
Charles Tomlinson - Trane U.S. Inc. dba Trane

Phone: (615) 565-9422
Cell: (615) 490-5214

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

The following exclusions apply unless specifically listed in the bill of goods under product data

Smoke detectors, sensors, thermostats, disconnects, filters, curbs, adaptor curbs, corrosion coating, hurricane straps, convenience outlets, extra filters, extra sheaves, external/vibration isolation, start up and labor warranty provided by others unless specified

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

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

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Authorized Representative	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Submitted By: Charles Tomlinson Cell: (615) 490-5214 Office: (615) 565-9422
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Printed Name	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Authorized Representative
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Title
Purchase Order <hr style="border: 0; border-top: 1px solid black; width: 200px; display: inline-block; vertical-align: middle; margin-left: 5px;"/>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature Date
Acceptance Date <hr style="border: 0; border-top: 1px solid black; width: 200px; display: inline-block; vertical-align: middle; margin-left: 5px;"/>	

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. 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. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

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

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION**

OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

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

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

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

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY. In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation, and shall

not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set-off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

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

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

22. U.S. Government Work.

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

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

23. 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.



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: George Ladd

Date: 5/5/2022

Department: _____

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 - 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

	Vendor Name	Vendor Quote
1.	Trane	\$ 9,056.00
2.		\$
3.		\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What Item or service do you need to purchase? 10-ton R-410 Package Heat Pump
- What is the total cost of the item or service? 9,056.00
- How many do you need? 1
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): Trane
- Vendor Number: 3069
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount \$8,000
- Budget code 001750-50383

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

CONTRACT

RFP #15-JLP-023

THIS AGREEMENT, made this 29th day of September, 2015, by and between Board of Education of Harford County, acting herein through its Superintendent, hereafter called "Owner" and Trane U.S. Inc., a corporation located at 10947 Golden West Drive, #100, Hunt Valley, Maryland, hereinafter called "Contractor".

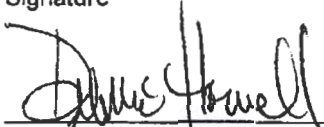
WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR, hereby agrees with the OWNER to commence and complete the services described as follows:

Provide comprehensive HVAC Products, Installation, Services and Related Products and Services on a national scale in indefinite quantities on an as-needed basis in accordance and compliance with all specifications, terms and conditions set forth in RFP # 15-JLP-023.

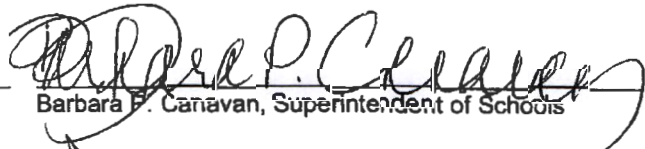
Hereinafter called the Contract, this Agreement shall be for the period October 1, 2015 through September 30, 2018 with renewal options for two additional, two-year periods. Contractor shall perform all duties specified in RFP #15-JLP-023 as they relate to the national scope. This does not include the North Harford Middle School Project, Pricing Project #1. All specifications, Addenda and Proposal are made part of and collectively constitute the Contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed an original.

Signature


Board of Education of Harford County
Witness

Board of Education of Harford County


Barbara F. Canavan, Superintendent of Schools

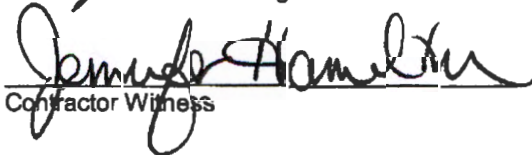

Board of Education of Harford County Board President

Signature


Authorized Contractor Signature

Trane
Company Name

800 Beady St.
Address


Contractor Witness

DAVIDSON, N.C. 28056
Address

Section 5 – Harford County Schools Purchase Agreement

MASTER PURCHASE AGREEMENT:

By and Between:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

102 S. Hickory Ave.

Bel Air, MD 21014

and

TRANE, U.S.

THIS MASTER PURCHASE AGREEMENT made and entered into this 29th day of September, 2015, by and between Harford County Public Schools, Maryland (hereinafter referred to as “School District”, “HCPS” or “District”), and TRANE, U.S., a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as “Supplier”)

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: HVAC products, installation, services and related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP 15-JLP-023, addenda, amendments, appendices, and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties have to agree to as follows:

- A. Services.** Supplier will provide HVAC products, installation, services and related products and services as detailed in the referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Purchase Agreement.

- B. Purchase Order.** Purchase order shall mean any authorized written, electronic, telephone or fax order sent or made by HCPS pursuant hereto, including but not limited to, written purchase orders, faxed purchase orders, and orders in such other form and/ or mode of transmission as HCPS and Supplier may from time to time agree including purchases made via procurement credit card.
- C. Term.** The initial term of this Master Purchase agreement shall be three (3) years from October 1, 2015 (or the date of HCPS Board approval) through September 30, 2018. This Master Purchasing Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- D. Compensation.** HCPS agrees to pay, and Supplier agrees to accept as compensation for the products provided pursuant to this Master Purchasing Agreement , the following:
- a. The price proposal set forth in the final RFP response and all related Amendments
- E. Invoicing.** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include- as applicable- the following data: Item Number, Purchase Order Number, Item Description, Quantity Purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- F. Insurance.** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- G. Termination of Contract.** This contract may be terminated for cause as per the General Requirements of the RFP, Section 1, L, page 7.
- H. Notification.** Notices under this Master Purchase Agreement shall be addressed as follows:

Jeff LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

The effective date of any notice under this Master Purchasing Agreement shall be the date of the recipient by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Purchase Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Purchasing Agreement. This Master Purchasing Agreement and each of its provisions shall remain at all times in full force effect until modified by the parties in writing.

- I. Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.

- J. Incorporation of Appendices.** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Purchase Agreement. In the event of any apparent conflict between any provisions set forth in the main body of the Master Purchasing Agreement and in any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Purchase Agreement shall control.

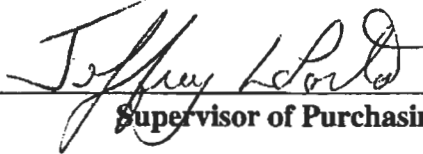
- K. Entire Master Purchase Agreement.** This Master Purchase Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Purchasing Agreement shall be deemed to exist or to bind any of the parties hereto. Not contained herein shall not be binding on either party, nor of any force or effect. Any Best and Final Offer and applicable Amendments are also included and become part of the Master Agreement.

- L. Participating Public Agencies.** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Purchasing Agreement to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access this Master Purchasing Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection acceptance, invoicing and payment for products and services in accordance with the terms and conditions of this Master Purchasing Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public agency exists.

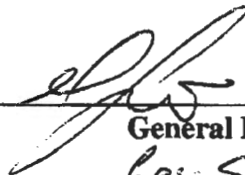
**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
AGREEMENT IN THE YEAR AND DAY AS NOTED:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**

by  9/22/16
Superintendent of Schools Date

by  9/21/16
Board of Education President Date

by  9/27/16
Supervisor of Purchasing Date

SUPPLIER:

by  8-13-15
General Manager Date
Gena Spence



**HARFORD COUNTY
PUBLIC SCHOOLS**

Inspire • Preserve • Achieve

Sean W. Bulson, Ed.D. Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office 410-838-7300 • www.hcps.org • fax 410-893-2478

**RFP #15-JLP-023 RENEWAL #2
October 1, 2020 – September 30, 2022**

This contract renewal is made and entered into this 19th day of August, 2019, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beatty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2020;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the second and final option to renew this contract for two (2) year for the time period from October 1, 2020 through September 30, 2022.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is no renewals remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: *Bobbie Wilkerson*
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 8/19/2019

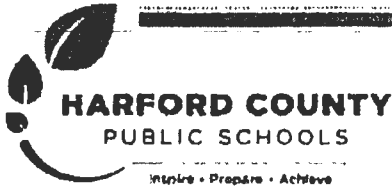
TRANE

By: *Alan L. Fullerton*
Signature

Name: ALAN L. FULLERTON

Title: VICE PRESIDENT - SALES

Date: 8/15/19



Barbara P. Conavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department
Bobbie Wilkerson, Supervisor of Purchasing
410-638-4083, Bobbie.Tolston-Wilkerson@hcps.org

RFP #15-JLP-023 RENEWAL #1
October 1, 2018 – September 30, 2020

This contract renewal is made and entered into this 2 ^{APRIL (Bw)} day of ~~March~~, 2018, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Trane, a corporation located at 800 Beaty Street, in the city of Davidson, and State of North Carolina, (hereafter referred to as Contractor).

WHEREAS, Owner and Contractor have entered into an Agreement dated September 29, 2015 (hereafter referred to as the Contract), for the Contractor to provide comprehensive HVAC Products, Installation, Services and Related Products and Services in accordance with RFP #15-JLP-023.

WHEREAS, the original Contract term will expire on September 30, 2018;

THEREFORE, for and in consideration of the mutual promises to each other, as in hereinafter set forth, the parties hereto do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to offer the first option to renew this contract for two (2) year for the time period from October 1, 2018 through September 30, 2020.
2. Pricing structures and related pricing terms will remain the same as the original terms and conditions.
3. All other terms, conditions and provisions of the Contract remain in effect.
4. There is one additional possible renewal remaining for this Contract.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: [Signature]
Signature

Name: Bobbie Wilkerson, CPPO, CPPB

Title: Supervisor of Purchasing

Date: 4/2/2018

TRANE

By: [Signature]
Signature

Name: ALAN L. FULLERTON

Title: VICE PRESIDENT SALES TRANE

Date: 4/3/18

Aislinn Stone

From: estore@gfoa.org
Sent: Sunday, May 8, 2022 8:36 PM
To: Aislinn Stone
Subject: Individual Membership Dues Renewal Notice.

SENT FROM AN EXTERNAL ADDRESS

Government Finance Officers Association

203 N LaSalle Street Suite 2700 Chicago IL 60601 | 312.977.9700 Main | 312.977.4806 Fax

Renewal Dues Notice

Notice #: 2242035
Notice Date: 05/08/2022

Member ID: 300242035
Current Paid Thru: 05/31/2022
Membership renewal for the period of 06/01/2022 through 05/31/2023

Aislinn Stone
City of Fairhope
PO Box 429 Fairhope, AL 36533 UNITED STATES

Total Amount Due: \$ 150.00

To pay online:
<https://estore.gfoa.org/iMIS15/Gfoamember/SignIn.aspx>
Forgot your Username or Password? Sign In page provides reset links

[Pay online Tutorial](#)

To pay by Mail, Please Print and Remit to:
Government Finance Officers Association
203 N. LaSalle Street, Suite 2700
Chicago, IL 60601-1210
To update your membership information
Visit <https://www.gfoa.org/updates>.

We are no longer accepting credit card renewals via mail, fax, email, or phone.

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 one (1) 400A, 208V, 3-Phase 4-Wire, 3-Pole Series 300 Automatic Transfer Switch in NEMA3R Enclosure for City Hall from Gen-Co, Inc.; and authorizes procurement based on automatic transfer switch is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$6,005.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one (1) 400A, 208V, 3-Phase 4-wire, 3-pole series 300 Automatic Transfer Switch

Project Location: City Hall

Presented to City Council: 5/23/2022

Resolution # :
Approved _____

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Licensed Electrician

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 6,005.00

MAY 16 2022 AM 1:40

JSW

Vendor: Gen-Co Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 901100-50475
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 6,005.00

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

Comments:

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/6/2022

Purchasing Memo Date: 5/6/2022

Delivered To Date: 5/13/2022

Request Approved Date: 5/13/2022

Request Approved Date: 5/13/2022

Approved Date: 5/13/2022

Signatures: *Aisling Stone*

Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: Erin Wolfe, Purchasing Manager

Council Members:
Kevin G. Boone
Jack Burrell, ACO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: May 6, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of Automatic Transfer Switch for City Hall**

Kimberly Creech
Treasurer

The Electric Department is requesting approval to procure one (1) 400A, 208V, 3-Phase 4-wire, 3-pole Series 300 automatic transfer switch in NEMA3R enclosure for City Hall.

Three (3) quotes were obtained for this project, and the best pricing for this was from Gen-Co, Inc for Six Thousand Five Dollars (\$6,005.00).

The automatic transfer switch is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of an Automatic Transfer Switch for Six Thousand Five Dollars (\$6,005.00).

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

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

GEN-CO INC.

Power Generation Professionals

Birmingham Office
(205) 508-5775

April 4, 2022
City of Fairhope
161 N. Section Street
Fairhope, Al 36532

Attn: Tim Bung

Dear Mr. Bung,
Per your request, please see below for the automatic transfer switch for the City Hall building.

City Hall

- Parts sale with start-up included: 400A, 208V, 3-Phase 4-wire, 3-pole Series 300 automatic transfer switch in NEMA3R enclosure
 - Parts: \$6,005.00
- Total: \$6,005.00

Notes and Exceptions:

- Price does not include applicable taxes.
- City of Fairhope is responsible for all mounting, conduit installation, Load carrying wire and control wiring.
- Gen-Co Inc will perform start-up and programming on the transfer switch.
- Transfer switch would ship 19-21 weeks after order is submitted and approved.

We appreciate the opportunity to provide our services. If you have any questions, please contact us at (205) 508-5775.

Best Regards,

Gen-Co Inc.

Dave Mose

Dave Mose
Power Systems Technician
Email: dmose@gen-coinc.com

ENCLOSURE FOR 300 SERIES 260-400 AMPERE "J" FRAME (3ATS,3NTS), FRONT CONNECTED TRANSFER SWITCHES TYPE 3R/12 ENCLOSURE

GENERAL NOTES

- TYPE 3R/12 ENCLOSURE: FREE BROWING FLOOR OR WELL MOUNTABLE CODE GAUGE CONSTRUCTION
- THREE POWER LATCHES (DOOR WITH LOCKABLE HANDLE)
- FRONT AREA IS ORANGE POLYESTER POWDER STANDARD OTHER AND COLORS AVAILABLE CONSULT FACTORY
- RECOMMENDED QUALIFICATIONS: FRONT 30 INCHES SLANT BRIMING
- A 1/8" 1/4" HOLEZ GROUNDBUR IS PROVIDED
- SEE IF REQUIRED FOR CONNECTION TOP AND BOTTOM CABLE ENTRY THE REMOVED SWITCH CONSTRUCTION IS FOR TOP LUGS EMERGENCY AND 1/2" AND BOTTOM LUGS NORMAL
- A FULL PIERCE NEUTRAL CONNECTION FOR EACH SOURCE AND THE LOAD IS OPTIONAL WHEN PROVIDED
- IF IN SHORT ON THE FOLLOWING FORMATS AS INDICATED BY THE CIRCUITING NEUTRAL TYPE:
 - SOLID COPPER BUS NEUTRAL FOR 18-40A AND 20A AND SOLO NEUTRAL TERMINAL ASSEMBLY (SNTA) FOR 250-400A/300A/350A
 - WINDING NEUTRAL POLE
- SEE DETAIL "A"

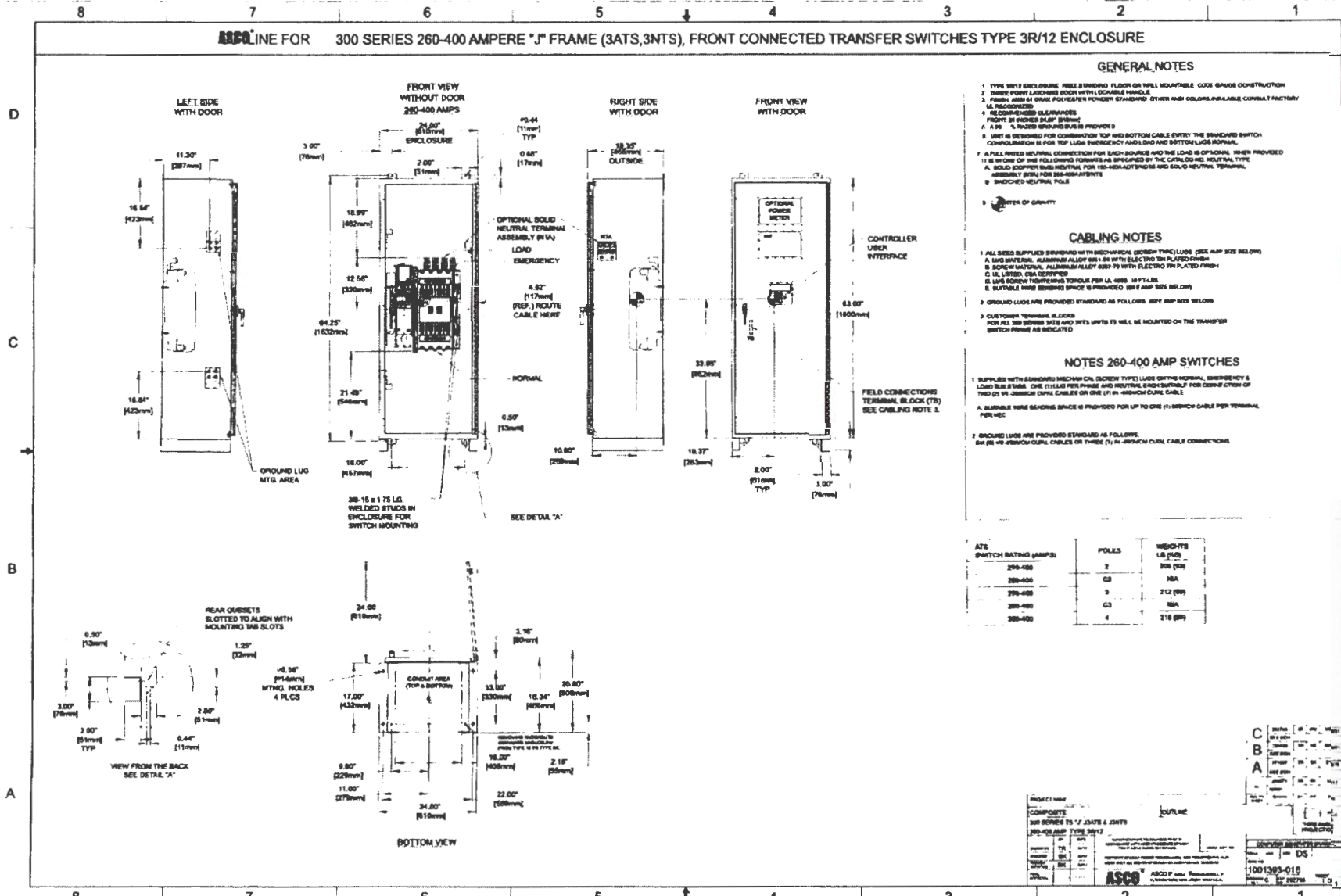
CABLING NOTES

- ALL SIZES SUPPLIED STANDARD WITH MECHANICAL (SLOT) TYPE LUGS (SEE AMP SIZE BELOW)
 - 600 MATERIAL ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH
 - 6000 MATERIAL ALUMINUM ALLOY 6061-T6 WITH ELECTRO TIN PLATED FINISH
 - 6000 LATER ORS IDENTIFIED
 - 6000 LUGS SCREW TORQUE SPEC PER ILL 4886 18 FT LBS
 - 6000 MATERIAL WIRE BENDING SPACE IS PROVIDED (SEE AMP SIZE BELOW)
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS (SEE AMP SIZE BELOW)
 - FOR ALL 300 SERIES SIZES AND TYPES LUGS TO BE MOUNTED ON THE TRANSFER SWITCH FRAME AS INDICATED

NOTES 260-400 AMP SWITCHES

- SUPPLY WITH STANDARD MECHANICAL (SLOT) TYPE LUGS (SEE NORMAL, EMERGENCY & LOAD SIZE TABLE ONE (1) LUGS PER PHASE AND INSULATE EACH BUTTLE FOR CONNECTION OF TWO (2) W/ BRANCH CABLES OR ONE (1) W/ BRANCH CABLE
- AUTOMATIC WIRE BENDING SPACE IS PROVIDED FOR UP TO ONE (1) BRANCH CABLE PER TERMINAL PER PHASE
- GROUND LUGS ARE PROVIDED STANDARD AS FOLLOWS:
 - SEE (1) W/ BRANCH CABLE CONNECTIONS
 - SEE (2) W/ BRANCH CABLES OR THREE (3) W/ BRANCH CABLE CONNECTIONS

ATS SWITCH RATING (AMPS)	POLES	WEIGHTS (LB. (KG))
260-400	2	208 (95)
280-400	C3	184
290-400	3	212 (96)
380-400	C3	184
400-400	4	216 (98)



Product name: 300 SERIES "J" FRAME & JENTS
 300-400 AMP TYPE 3R/12

ASCO

1001393-019

DATE: 01/20/2018

BY: DS

SCALE: 1:1

PROJECT: 1001393-019

DATE: 01/20/2018

BY: DS

SCALE: 1:1

400 Amp 208 voltage, 3phase 4-wire, 3-Pole Series 300



Requisition 00004522-00 FY 2022

Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Acct No:
001100-50475
Review:
Buyer: clint
Status: Released

Page 1

Vendor
GEN-CO INC
3414 9TH AVE SW

HUNTSVILLE, AL 35805
USA

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/06/22	004260				General Admin
LN	Description / Account	Qty	Unit Price	Net Price	
001	400A, 208V THREE PHASE AUTOMATIC TRANSFER SWITCH, FOR CITY HALL	1.00 EACH	6005.00000	6005.00	
1	001100-50475			6005.00	
				Requisition Total	6005.00
***** General Ledger Summary Section *****					
Account		Amount	Remaining Budget		
001100-50475		6005.00	-6005.00		
***** Approval/Conversion Info *****					
Activity	Date	Clerk	Comment		
Forward	05/06/22	Kimberly Creech	Automatic Forward to aislinns		
Queued	05/06/22	Aislinn Stone	Automatic Forward to aislinns		

Authorized By: _____ Date: _____
Signature

001	Shrubbery for landscape bed at Rec Center	1.00 EACH	210.00000	210.00	
1	001250-50340			210.00	



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Ben Patterson
Department: Electric

Date: 05/06/2022
Title: License Electrician/ Interim Assistant Superintendent

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. Gen-Co Inc.	\$ \$ 6,005.00
2. Thompson Cat	\$ 6052.00
3. Cummins Sales and Service	\$ 6490.41

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Automatic Transfer Switch
 - What is the total cost of the item or service? \$ 6,005.00
 - How many do you need? 1
 - Item or Service Is: New Used Replacement Annual Request
 - Vendor Name (Lowest Quote): Gen-Co Inc.
 - Vendor Number: 4260
- If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.*

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount?
- Budget code:

I certify that I have completed this form to the best of my ability:

*Email other supporting documentation to
Cory.Pierce@FairhopeAL.gov and
Rhonda.Cunningham@FairhopeAL.gov.*



April 20, 2022

To

Prepared by

Ben Patterson <ben.patterson@fairhopeal.gov>

Paul Bordelon
 504-559-1943
 paul.bordelon@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	OTECC, OTEC Transfer Switch-Electronic Control: 400 AMP OTEC400, Transfer Switch, PowerCommand, 400 Amp Interface-Communications Network, MODBUS RTU Module Relay-Elevator Signal Listing-UL 1008/CSA Certification Application-Utility to Genset Transfer Switch Warranty-1 Year Comprehensive Cabinet-Type 3R Poles-3 (Solid Neutral) Frequency-60 Hz System-3 Phase, 3 or 4 Wire Voltage-208 Volts AC Genset Starting Battery-24V DC PC40 Control Aux Relay-Emergency Position-24 Volts DC Aux Relay-Normal Position-24 Volts DC	1
2	Service - start up & testing	1

TOTAL: \$ 6,490.41

Quote value does not include any tax.

EQUIPMENT NOTES: (Exceptions and/or Clarifications)

1. Price is F.O.B. factory with freight allowed to first domestic destination
2. The price above does not include any applicable taxes.
3. Unloading, installation, and fuel are not included and will be the responsibility of others
4. There are no items included as part of this proposal, other than those specifically listed above.
5. Included in the above are the services of our factory authorized personnel to make the initial startup and test of the system after installation has been completed by others. We will also instruct the owner's personnel in the proper operation and maintenance of the system. This service is available Monday through Friday excluding all legal holidays. One (1) trip is included for field start up.

CURRENT LEAD TIMES:

ATS: 20-22 Weeks



ACCEPTANCE

This proposal is subject to acceptance within thirty (30) days.

PROPRIETARY INFORMATION

This offer, and any subsequent communication relative to this offer, is considered to be the proprietary information of Cummins Inc. Your acceptance of this document is sufficient to form a confidential relationship between your organization and Cummins Inc. for the sole purpose of bid development for the above-mentioned project. Accordingly, do not publish, use, reproduce, transmit, or disclose to others outside of your organization any information contained in this offer without the prior written consent of Cummins Inc.

Thank you for the opportunity to submit this proposal. Should you have any questions concerning the above, or require further information, please do not hesitate contacting us.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Paul Bordelon, Inside Sales - Commercial Power Generation
paul.bordelon@cummins.com
504-559-1943

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date



Project: City of Fairhope - ATS
Quotation: Q-113833-20220420-0931

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit & returned drawings specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.



WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance, and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure



of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions of agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Check if this Agreement pertains to government work or facilities

Thompson**CAT**

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-826-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-220421-1

Project Name: City of Fairhope – City Hall ATS
Project City: Fairhope, AL
Date Issued: April 21, 2022
Expiration Date: May 19, 2022

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SOURCEWELL PROPOSAL PER CONTRACT #120617-CAT**Automatic Transfer Switch:**

- ASCO 400 Amp Transfer Switch
- Open Transition
- 208/120 volt, three phase, 4 wire, 60HZ
- 3 Pole
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

SOURCEWELL PRICE PER CONTRACT #120617-CAT = \$6,052.00

Taxes: Taxes are not included in this proposal and will be added if applicable.

Freight: F.O.B. Job site in Fairhope, AL

Estimated Availability: Approximately 20-22 weeks after submittal approval. Please allow approximately 2 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

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Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsoncontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on

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account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

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8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Thompson



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Purchaser: _____
By: _____
Title : _____
Date : _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the repairs to the Elgin Whirlwind Street Sweeper for the Public Works Department; the repairs will be provided by Sansom Equipment Company a sole source provider of equipment, parts, and service for the Elgin Whirlwind Street Sweeper in the State of Alabama; and therefore does not have to be let out for bid. The total cost not-to-exceed \$8,751.52.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of repairs to the Elgin Whirlwind Street Sweeper

Project Location: Public Works

Presented to City Council: 5/23/2022

Resolution # :
Approved _____

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 8,751.52

Vendor: Sansom Equipment Company

Project Engineer: n/a

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

MAY 16 '22 AM 7:40
JSW

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 **Street-36** Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001350-50440
G/L Acct Name: Vehicle & Equipment Repairs

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

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

Over (Under) budget amount: \$ 8,751.52

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/11/2022

Purchasing Memo Date: 5/11/2022

Delivered To Date: 5/13/2022

Request Approved Date: 5/13/2022

Request Approved Date: 5/13/2022

Approved Date: 5/13/2022

Signatures: *Aislinn Stone*

Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: May 11, 2022

Re: **Green Sheet and City Council Approval of Repairs to the Elgin Whirlwind Street Sweeper.**

The Assistant Director of Public Works, George Ladd, is requesting procurement of repairs to the Whirlwind Street Sweeper.

The repair to replace the fluid coupler will cost Eight Thousand Seven Hundred Fifty-One Dollars and Fifty-Two Cents (\$8,751.52). The repair will be provided by Sansom Equipment Company. Sansom Equipment Company is the sole source provider of equipment, parts, and service for the Elgin Whirlwind Street Sweeper in the State of Alabama and therefore cannot be let out to bid.

NOTES:

See Attached Service Estimate from Sansom Equipment Company and Sole Source Letter from Environmental Products Group regarding Elgin Equipment for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for repairs to the Elgin Whirlwind Street Sweeper for \$8,751.52.

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

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

CC file, George Ladd, Richard Johnson, Clint Steadham



2800 Powell Avenue South
Birmingham, AL 35233
(800) 501-0757

2025 West I-65 Service Road North
Mobile, AL 36610
(800) 435-3044

3196 US Highway 231 North
Shelbyville, TN 37160
(615) 696-7066

2601 South Stone Mountain Lithonia Road
Stonecrest, GA 30058
(706) 685-6900

Ship To: IN STORE PICKUP

Branch 02 - MOBILE		
Date 05/09/2022	Time 10:47:45 (O)	Page 1
Account No FAIRHO01	Phone No 2519288003	Est No 02 001803
Ship Via	Purchase Order NEED PO#	
Tax ID No		
		Salesperson HMC

Invoice To: CITY OF FAIRHOPE
P.O. BOX 429
FAIRHOPE AL 36533

Attention: BILLY BURTNETT

QUOTE EXPIRY DATE: 06/08/2022

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: 8485 WHIRLWIND MV MS #: MV41242
Make: MI Model: WHIRLWIND
Is to have the following work done

replace fluid coupler

<u>Part#</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
0710224	WHIRLWIND-MV CO	1	5396.60	5396.60
	WHIRLWIND-MV COUPLER KIT			
1120193	BELT-AX PROFILE	2	15.53	31.06
	BELT-AX PROFILE 49			
1126730	BELT-5 BAND EPD	1	271.45	271.45
	BELT-5 BAND EPDM 5VX 71			
47578D-30	FLUID CPLG OIL,	1	477.41	477.41
	FLUID CPLG OIL,2.5 GAL			
FRT	FREIGHT	1	50.00	50.00
 MISCELLANEOUS CHARGES:				
	<u>Description</u>		<u>Price</u>	<u>Amount</u>
	SHOP SUPPLIES		25.00	25.00
				Parts: 6226.52
				Labor: 2500.00
				Miscellaneous: 25.00
Authorization: _____				TOTAL: 8751.52

Check us out online at: www.secequip.com

March 30, 2022

Billy Burnette
City of Fairhope

Mr. Burnette,

Thank you and everyone involved within the DOT for the interest in our Elgin Street Sweepers. Sansom Equipment Company is the sole source provider for Elgin equipment, parts, and service in the state of Alabama. Sansom Equipment Company is the only factory authorized sales and service center for Elgin products, parts and service in the state.

This statement is submitted on behalf of Federal Signal Corporation, Elgin Sweepers, and Sansom Equipment Company. If you have any questions or concerns regarding this matter, please do not hesitate to call me.

Sincerely,



Bob Sangalli
Regional Sales Manager
Federal Signal Corporation
(847) 778-8135
bsangalli@fsepg.com

VACTOR®

ELGIN



CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: George Ladd

Date: 5/10/2022

Department: Public Works

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. Sansom Equipment Company	\$ 8,751.52
2.	\$
3.	\$

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Repairs to the Whirlwind Sweeper
 - What is the total cost of the item or service? 8,751.52
 - How many do you need? 1
 - Item or Service Is: New Used Replacement Annual Request
 - Vendor Name (Lowest Quote): Sansom Equipment
 - Vendor Number: 9971
- If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.*

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount N/A
- Budget code 001350-50440

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and receive RFQs to procure an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to include service three (3) times per week.

[2] At the appointed time and place, RFQs were received and tabulated as follows:

Please see RFQs Tabulation
Annual Contract for Dumpster Service
for Screenings at Wastewater Treatment Plant

[3] After evaluating the RFQs with required specifications, BCC Waste Solutions is now awarded the RFQ for the Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant for one (1) year, with up to two (2) yearly renewals, for a total cost not-to-exceed \$10,900.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Contract for Dumpster Service for Screenings w/ up to two (2) year option

Project Location: WWTP

Presented to City Council: 5/23/2022

Resolution # :
Approved _____

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Tim Manuel, Water & Sewer Assistant Superintendent
Dennis Scott, Sewer Plant Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,900.00

MAY 16 '22 AM 5:40
JAW

Vendor: BCC Waste Solutions

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water **Wastewater** Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded _____

Expense Code: 004020-50367
G/L Acct Name: Vehicle & Equipment Repairs

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

Project Budgeted: \$ 10,900.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/11/2022

Purchasing Memo Date: 5/11/2022

Delivered To Date: 5/13/2022

Request Approved Date: 5/13/2022

Request Approved Date: 5/13/2022

Approved Date: 5/13/2022

Signatures: Aislinn Stone
Aislinn Stone

Kim Crech
Kim Crech

Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO


Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: May 11, 2022

Re: **Green Sheet and City Council Approval request for an Annual Contract for Dumpster Service for Screenings at Wastewater Treatment Plant**

The Director of Water/Wastewater, Jason Langley, is requesting approval to procure an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant located at 300 North Church Street, Fairhope, Alabama 36532. The contract would include service three (3) times per week.

A request for quote was sent to three (3) potential vendors for this wastewater service. The lowest quote was from BCC Waste Solutions. The quote/service agreement from BCC Waste Solutions is for Nine Hundred Dollars (\$900.00) per month for up to thirty-six (36) months, plus a one time charge of One Hundred Dollars (\$100.00) for a new container delivery. Jason Langley would like approval for the contract for one (1) year, with up to two (2) yearly renewals. The total cost for the first year, plus the one time delivery charge, is Ten Thousand Nine Hundred Dollars (\$10,900.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of an annual contract for dumpster service for screenings at Wastewater Treatment Plant for \$10,900.00.

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

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

CC file, Jason Langley, Timothy Manuel, Dennis Scott, Richard Johnson, Clint Steadham



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Jason Langley

Date: 5/11/2022

Department: Water and Wastewater

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

	Vendor Name	Vendor Quote
1.	BCC	\$ 900.00 Month/\$100.00 one-time
2.	Republic Services	\$ 1382.88 Month 60 day quote only
3.	Waste Pro	\$ 4200.00 Month/\$250.00 one-time

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Dumpster Service for Screenings at WWTP
- What is the total cost of the item or service? \$900.00 month/\$100.00 one time fee. Price is good for 36 months. First year is \$10,900.00 (This includes 4 dumpsters 3 pickups a week)
- How many do you need? 1
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): Lowest Responsible Quote
- Vendor Number: BCC (BCC Waste Solutions)
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? \$200,000
- Budget code:04020-50367

**Email completed form with quotes and other supporting documentation to
Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.**



13040 Underwood Road
 Summerdale, AL 36580

SERVICE AGREEMENT

CUSTOMER SITE INFORMATION

Site Name: City of Fairhope Waste Water Treatment Plant		Effective Date: 6/1/2022	Account #:
Service Address: 300 N Church St		Service Area: Baldwin	Salesperson: Daniel Meadows
City/State: Fairhope, AL	Zip Code: 36532	Contact Name:	
Email:	Telephone: 251-990-0139	Fax:	Mobile:

BILLING INFORMATION

Billing Name:		P.O. # Required?	
Billing Address:		Billing Cycle:	Customer Payment:
City/State:	Zip Code:	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Frequency	Compact Y/N	Locks	Wheels	Gates	Monthly Rate	Term
4	AL	MSW	2yd	3x	N	N/A	Yes	N/A	\$900.00	36 month

ADDITIONAL FEES

New container delivery: \$100.00 One-Time Charge	Locks: N/A
Container Maintenance: N/A	Franchise Fee: N/A
Disposal: Included	Fuel/Environmental: Included
Relocate/Dry Run:	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice when fuel prices exceed \$3.00.

Other Instructions: *Each container will need heavy duty full swivel casters.

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

Customer Signature	Date	<i>Daniel Meadows</i>	5/10/2022
		BCC Waste Solutions, LLC Representative	Date
Print Name	Print Name	Daniel Meadows	



Collection Service Agreement Terms & Conditions

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Company the exclusive right to provide equipment and services to collect and dispose of and/or recycle all of Customer's non-hazardous Waste Material. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste Materials" as defined herein. For purposes of this Agreement, "Waste Materials" means all non-hazardous putrescible and non-putrescible solid waste and recyclable materials generated by Customer or at Customer's Service Address. Waste Materials includes Special Waste, such as industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, provided that Customer has completed a Waste Profile for such Special Waste which has been approved by Company in writing. Waste Materials specifically excludes, and Customer agrees not to deposit or permit the deposit for collection of, any radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulators, or Special Waste not approved in writing by Company (collectively, "Excluded Materials"). Title to and liability for Excluded Material shall remain with Customer at all times.

LOADING RESTRICTIONS. Container must adhere to recommended safety precautions when loading container. This includes, but is not limited to weight restrictions, capacity limits, and material restrictions as stated above. Materials must be loaded into the container in order to be removed. Service will not be rendered until these requirements are met.

3. **SERVICES GUARANTY.** If the Company fails to perform the services described within five business days of its receipt of written demand from Customer (See Section 10), Customer may terminate this Agreement with the payment of all monies due through the termination date.

4. **CHARGES; PAYMENTS; ADJUSTMENTS.** Upon receipt of the invoice, Customer shall pay for the services and/or equipment (including repair and maintenance) furnished by Company in accordance with the charges on the reverse side, or as adjusted over the term of the contract as noted herein. Company reserves the right to charge a late fee no greater than that allowed by law on balances not paid within thirty (30) days of the date of the invoice. Company may increase the charges: to address any increase in or recoup all or any portion of fuel or environmental compliance costs; to address any change in the composition of the Waste Materials or increased in the average weight per container of Waste Materials; to address increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulation, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes, natural disasters, etc. Company may also increase the charges to reflect increased in disposal and/or transportation costs and increased in the Consumer Price Index for the municipal or regional area in which the Service Address is located. Increases in charges for reason other than as provided above require the consent of Customer, which may be received verbally, in writing, by payment of the invoice or by the actions and practices of the parties. Company reserves the right to charge an additional fee if the following additional services are provided to Customer: Enclosure Charge, Services on High Demand Days, Pull/Push Out Services, Container Relocation Fee, or Seasonal Restart Fee. Company reserves the right to charge a fee no greater than that allowed by law on all Customer checks returned for insufficient funds.

5. **CHANGES.** Changes in level of service, schedule of charges, type or amount of equipment may be agreed to orally or in writing, by the parties. Oral changes shall be evidenced by the actions and practices of the parties. If customer changes its service address during the term of this Agreement, this Agreement shall remain valid and enforceable with respect to services rendered at Customer's new service location if such location is within Company's service area.

6. **EQUIPMENT, ACCESS.** All equipment furnished by Company shall remain on the property of Company; however, Customer shall have care, custody and control of the equipment and shall bear responsibility and liability for all loss or damage to the equipment and to its contents while at Customer's location. Customer shall not overload, move or alter the equipment and shall use the equipment only for its intended purpose. At the termination of this Agreement, Customer shall return the equipment to Company in the condition in which it was provided, normal wear and tear excepted. Customer shall provide unobstructed access to the equipment on the scheduled collection day. Customer shall pay, if charged by Company, and additional fee for any service modifications caused by or resulting from Customer's failure to provided access.

Company shall not be responsible for any damage to Customer's property, including pavement, subsurface, curbing, resulting from Company's provision of services hereunder. Customer warrants that Customer's right of way is sufficient to bear the weight of Company's equipment and vehicles.

7. **LIQUIDATED DAMAGES.** In the event Customer terminates this Agreement prior to the expiration of any term for any reason other than a default by Company, or in the event Company terminates this Agreement for Customer's default, Customer shall pay the following liquidated damages in addition to the Company's legal fees: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Company shall not be liable under any circumstances for any special, incidental or consequential damages arising out of or in connection with performance of this Agreement. Customer shall pay liquidated damages of \$100 for every customer waste tire that is found at the disposal facility.

8. **INDEMNITY.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Waste Materials, or (2) as a result of the disposal of Customer's Waste Material's, after the date of this Agreement, in a facility owned by a subsidiary of Baldwin Container Company provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of the Agreement or by a negligent act, negligent omission or willful misconduct of the Customer or its employees, agent or contractors in the performance of the Agreement or Customer's use, operation or possession of any equipment furnished by the Company. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

9. **RIGHT OF FIRST REFUSAL.** Customer grants to Company a right of first refusal to match any offer relating to services similar to those provided hereunder which Customer receives (or intends to make) upon termination of this Agreement for any reason and Customer shall give Company prompt written notice of any such offer and a reasonable opportunity to respond to it. Additionally, if Customer desires to recycle, Company had the right of first refusal.

10. **MISCELLANEOUS.** (a) Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment; and the affected party shall be excised from performance during the occurrence of such events; (b) This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns; (c) This Agreement represents the entire agreement between the parties and supersedes any and all other agreement, whether written or oral, that may exist between the parties; (d) This Agreement shall be construed in accordance with the law of the state in which the services are provided; and (e) All written notification to Company required by this Agreement shall be by Certified Mail, Return Receipt Requested. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of the Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. In the event the Company successfully enforces its rights against Customer hereunder, the Customer shall be required to pay the Company's attorneys' fees and court costs.

Customer Signature: _____ Date: _____
Print Name: _____



2/17/2022

Cindi Steadham
CITY OF FAIRHOPE WASTE WATER T
300 N Church St
Fairhope, AL 38533
Quote: A228227463

CITY OF FAIRHOPE WASTE WATER T:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-752-4062. It's that easy.

Service Details
SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size: 4 - 2.0 yard Containers Base Rate: \$1,000.00 per month
Frequency: 3/week
Material Type: Solid Waste

Estimated Monthly Amount**	
Small Container Base Rates	\$1,000.00
Total Fuel/ Environmental Recovery Fees**	\$376.83
Administrative Fee**	\$5.95
Total Estimated Amount	\$1,382.88

Krystal Singleton
Republic Services

ksingleton2@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.
** FRR, ERF & ADMIN: The Fuel Recovery Fee (FRR) is a variable charge that changes monthly. For more information on the FRR, Environmental Recovery Fee (ERF) and Administrative Fee, please visit the links available on the Bill Pay page of our website: www.republicservices.com. The proposed rates above are valid for 60 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

INVOICE TO	
CUSTOMER NAME	CITY OF FAIRHOPE WASTE WATER T
ATTN	Clnt Steedham
ADDRESS	PO BOX 429
CITY	FAIRHOPE, AL
STATE	
ZIP CODE	36533-0429
TEL. NO.	(251) 517-5081 FAX NO.

SITE LOCATION	
SITE NAME	CITY OF FAIRHOPE WASTE WATER T
ADDRESS	300 N Church St
CITY	Fairhope, AL
STATE	
SUITE	
ZIP CODE	36533
TEL. NO.	(251) 990-0139 FAX NO.
AUTHORIZED BY	Clnt Steedham TITLE
CONTACT	Clnt Steedham TITLE



AGREEMENT NUMBER	A228227463
ACCOUNT NUMBER	998-29458
EMAIL : clnt.steedham@fairhopeal.gov	

NO	CONTR. ORP	TYPE	SIZE	C	QTY	ACCL. TYPE	CO	SERV. FREQUENCY	EST. LPTS	S	PO. REQ	RECP. REQ	L.F. CODE	OPEN/ CLOSE DATE	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DSP. RATE	ADDITIONAL CHARGES	SUPPLEMENTAL CHARGES	TUFC DSP
N	1	FL	2.0 YDS	M	4	P	R	1X WY					BCB	01/01/02		\$1,000.00	\$216.00			Delivery \$250.00 Pickup \$250.00 Fuel Fee \$20.00 Hazard \$20.00 Hazard \$250.00	
D	1	FL	2.0 YDS	M	4	P	R	1X WY					BCD	05/08/02		\$400.00	\$216.00				

HEREINAFTER REFERRED TO AS THE "COMPANY" The undersigned authorized signing this agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of the agreement and that he or she has the authority to sign the Agreement on behalf of the Customer.

BY: _____ (AUTHORIZED SIGNATURE)	BY : _____ (AUTHORIZED SIGNATURE)	TITLE: _____
TITLE: _____	CUSTOMER NAME (PLEASE PRINT)	DATE OF AGREEMENT

COMMENTS:

Delivery Notes:
Safety: No Safety Concerns

Fuel Recovery Fee - Yes, Environmental Recovery Fee - Yes, Administrative Fee - Yes.

See reverse for Terms and Conditions

TERMS AND CONDITIONS

AGREEMENT. This Customer Service Agreement consists of the service details above, including the Comments ("Service Details"), and these Terms and Conditions (together, the "Agreement"). If Customer's Site is located within a franchised service area and the Terms and Conditions in this Agreement conflict with the applicable franchise agreement with respect to the Services covered by such franchise agreement, the terms and conditions in the franchise agreement shall control.

TERM (SCHEDULED AND ON-CALL SERVICES). FOR ALL SCHEDULED AND ON-CALL SERVICES, THE INITIAL TERM OF THIS AGREEMENT SHALL BEGIN ON THE DATE WHEN SERVICE COMMENCES AND CONTINUE FOR 12 MONTHS, UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL AUTOMATICALLY AND SUCCESSIVELY RENEW FOR 12 MONTH UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS, BUT NOT MORE THAN 180 DAYS, BEFORE THE END OF THE THEN-CURRENT TERM.

TERM (TEMPORARY SERVICES). FOR ALL TEMPORARY SERVICES, THE TERM SHALL BEGIN ON THE EFFECTIVE DATE AND CONTINUE THROUGH THE FINAL LIFT OF THE TEMPORARY CONTAINER(S).

WASTE DEFINITIONS. "Waste Material" means all non-hazardous solid waste and Recyclable Material. Waste Material excludes all radioactive, volatile, flammable, corrosive, explosive, regulated medical, infectious, biomedical, biohazardous, pollutants, contaminants, or hazardous waste, toxic substance or material, each as defined by, characterized or listed under Applicable Law (collectively, "Excluded Waste"). "Recyclable Material" is material that Company determines can be recycled such as aluminum, used beverage containers, cardboard (free of wax), ferrous metal cans, mixed office paper, newspaper, and plastics containers.

SCOPE OF SERVICES. Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste Material on a scheduled and/or temporary basis as set forth in the Service Details ("Services"), and Company agrees to furnish such Services in compliance with all applicable international, federal, state, or local laws or regulations ("Applicable Laws"). Customer represents and warrants that all material to be collected under this Agreement shall be only acceptable Waste Material. Customer agrees not to deposit, or permit the deposit for collection of, any Excluded Waste. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. Company shall acquire title to conforming Waste Materials when they are collected or received by Company.

PAYMENT AND CHARGES. Customer shall pay Company all rates, fees, taxes and other amounts payable under this Agreement for the Services ("Charges") within 20 days after the date of Company's invoice. Any invoiced amounts not received by their due date are subject to a late payment fee, and any payment returned for insufficient funds is subject to an insufficient funds fee, both in an amount at Company's discretion up to the maximum amount allowed by Applicable Law. Customer acknowledges that any late or insufficient funds fees charged by Company are not to be considered a penalty or interest but are a reasonable charge for late or insufficient payments. If indicated in the Service Details, Customer shall pay administrative fees ("ADMIN"), fuel recovery fees ("FRF") environmental recovery fees ("ERF") and a recycling processing charge ("RPC") in the amounts shown on each of Company's invoices, which fees Company may change from time to time by showing the amount on Customer's invoice (additional information regarding these fees is available on the "Understanding Our Fees" page of Company's website, www.republiosevices.com). ADMIN, FRF and ERF are not associated with any explicit cost to service Customer's account but are designed to help Company recover certain costs and achieve an acceptable operating margin. If applicable, Company may impose additional Charges at its prevailing rates for extra service, extra yards, minimum lift, contamination, service attempts and container delivery, relocation, removal and exchange, and other additional services not listed in the Service Details. If Company becomes concerned about Customer's creditworthiness and/or Customer makes any late payment, Company may require Customer to pay a deposit in an amount equal to two months' Charges under this Agreement if allowed by Applicable Law. The rates set forth in the Service Details do not include taxes or franchise and/or local fees, which shall be separately itemized on Customer's invoice where applicable.

ADJUSTMENTS TO CHARGES. Notwithstanding any information contained in the Service Details, Company may, from time to time by notice to Customer (on its invoice), add a surcharge, fee or increase any Charges provided in this Agreement to account for: (a) increased Company costs due to uncontrollable events including, but not limited to, changes in Applicable Laws, imposition of taxes, fees or surcharges, or acts of God such as fires, weather, disease, strikes or terrorism; (b) increased disposal or processing costs; (c) increased transportation costs; (d) costs or fees due to the inclusion of Excluded Waste and/or contamination; (e) decreased value of Recyclable Material or changes in commodity markets; or (f) actual Services or equipment that differ from those listed in the Service Details. Subject to any Comments in the Service Details, Company may, from time to time by notice to Customer (on its invoice), increase any Charges provided in this Agreement to achieve or maintain an acceptable operating margin as determined in Company's sole discretion. Company may also increase Charges for any other reason with Customer's consent, which may be evidenced verbally, in writing, or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of Service, and correspondingly the Charges by mutual agreement, which may be evidenced verbally, in writing, by payment of the invoice, or by the parties' actions and practices. In the event there are changes to Services and/or Charges, or Customer changes its Site Location within the area in which Company provides collection and disposal (or processing) services, the parties agree that this Agreement shall continue in full force and effect as so adjusted.

RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment furnished by Company shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If a Company container is moved from Customer's Site Location by anyone other than Company, Customer agrees to pay Company \$250 per moved container, which amount is a reasonable estimate of the damage Company will incur from the unauthorized moving of its container. After the Initial Term, Company may increase the fee for the unauthorized moving of its container at its discretion. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Company shall not be responsible for any damages to Customer's pavement, curbing, or other driving surfaces resulting from Company providing service at Customer's Site Location.

INDEMNIFICATION. COMPANY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY LOSSES TO THE EXTENT ARISING FROM (A) COMPANY'S BREACH OF THIS AGREEMENT; OR (B) COMPANY'S NEGLIGENCE OR WILLFUL MISCONDUCT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW COMPANY, ITS PARENT, AND CORPORATE AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, SUITS, PENALTIES, FINES, REMEDIATION COSTS, AND LIABILITIES (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES") ARISING FROM (A) CUSTOMER'S BREACH OF THIS AGREEMENT; (B) CUSTOMER'S NEGLIGENCE OR WILLFUL MISCONDUCT; (C) EXCLUDED WASTE CONTAINED IN CUSTOMER'S WASTE MATERIAL; AND (D) CUSTOMER'S USE, OPERATION, OR POSSESSION OF COMPANY'S EQUIPMENT.

SUSPENSION; TERMINATION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Material until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. Either party may terminate this Agreement upon 30 days prior written notice to the other party if the other party breaches a material obligation of the Agreement (including non-payment) and fails to cure such breach within 10 days after receiving written notice of the breach. Company may terminate this Agreement for its convenience upon 30 days prior written notice to Customer.

LIQUIDATED DAMAGES. If Customer terminates this Agreement before its expiration for any reason other than Company's breach (or if Company terminates this Agreement due to Customer's non-payment), Customer shall pay Company an amount equal

to the average Charges from Customer's last 6 invoices multiplied by the lesser of (a) six months or (b) the number of months remaining in the Term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

RIGHT OF FIRST REFUSAL. Customer agrees to notify Company in writing of any offer that Customer receives from any third party relating to the provision of any permanent or temporary collection, disposal or recycling services during any term of this Agreement ("Offer") and agrees to give Company the right of first refusal and reasonable opportunity to match such Offer prior to acceptance.

COMMUNICATIONS. To ensure timely and accurate receipt of communications, all communications to Company regarding this Agreement and/or the Services must come directly from Customer. Customer acknowledges that Company will not accept any communications from any third parties acting as the Customer's agent or representative (absent proof of medical necessity as reasonably determined by Company). All written notices to Company pertaining to this Agreement shall be sent prepaid certified or overnight mail, return receipt requested, and must be received by Company. Any notice related to this Agreement will be deemed effective no less than 60 days from the certified mail return receipt date.

DISPUTE RESOLUTION-ARBITRATION; CLASS ACTION WAIVER. (a) Except for Excluded Claims (defined below), Customer and Company agree that any and all existing or future controversy or claim between them arising out of or related to this Agreement, whether based in contract, law or equity or alleging any other legal theory, or arising prior to, or after the termination of this Agreement, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules with a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. (b) Customer and Company agree that under no circumstances, whether in arbitration or otherwise, may Customer bring any claim against Company, or allow any claim that Customer may have against Company to be asserted, as part of a class action, on a consolidated or representative basis or otherwise aggregated with claims brought by, or on behalf of, any other entity or person, including other customers of Company or its parent or corporate affiliates. (c) The following claims constitute "Excluded Claims" and are not subject to mandatory binding arbitration: (i) either party's claims against the other in connection with bodily injury or real property damage; (ii) claims for indemnity pursuant to the Indemnification Section of this Agreement, and (iii) Company's claims against Customer for collection or payment of Charges, damages (liquidated or otherwise), or any other amounts due or payable to Company by Customer under this Agreement.

MISCELLANEOUS. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision. (b) This Agreement represents the entire agreement between the parties and supersedes all prior agreements, whether written or verbal, that may exist between the parties for the same Services. (c) Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. (d) Company shall have no confidentiality obligation with respect to any waste or recyclable materials. (e) Company may assign this Agreement without Customer's consent. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted successors and assigns. (f) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (g) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (h) If any litigation or arbitration is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation and arbitration related expenses, and court or other costs incurred in such litigation, arbitration or proceeding. (i) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

The following Terms and Conditions apply to Customer only if Customer is receiving the applicable Service from Company:

CONTAINER REFRESH. If the Services include Container Refresh, Customer is limited to one (1) exchange of each participating container every 12 months of paid enrollment; any additional exchange is subject to Company's standard container exchange fee. Customer agrees that during any enrollment year in which Customer receives an exchange under the program, any request by Customer to cancel Container Refresh will not be effective until Customer completes payment for 12 consecutive months of enrollment in the program. The Charge for Container Refresh will be itemized on Customer's invoice, which Charge may be changed by Company by showing the amount of the new Charge on Customer's invoice. Company reserves the right to suspend or cancel the Container Refresh program at any time.

RECYCLABLE MATERIAL. If the Services include recycling, Customer shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Material and not place items in any recycling container that may make the Recyclable Material unsuitable for recycling or decrease the value of the Recyclable Material. Customer agrees that Company in its sole discretion may determine whether any load of Recyclable Material is contaminated and may refuse to collect it or may collect it but charge Customer for any additional costs, fees or surcharges associated with sorting, processing, contamination, transportation, and/or disposal. **ROLL-OFF.** Republic may charge rent or a minimum lift charge if a roll-off container is not lifted or hauled at least once per month. The following additional terms shall apply to any roll-off service: (a) Company will not accept: white goods, tires, drums, paint, solvents, chemicals, or other such materials that would be considered flammable or explosive, or other materials not permitted to be disposed of at the designated disposal facility. (b) If the roll-off is loaded with extremely heavy material, such as block concrete, asphalt, dirt or roofing material, such material must be evenly distributed at the bottom of the roll-off and shall not exceed three feet in depth. (c) Customer shall not load materials above the top of the rolloff. (d) Customer shall close and latch the back door of the roll-off before service. The driver cannot load a roll-off with an open or unlatched back door. (e) If Company is unable to safely haul a roll-off, Customer shall off-load the impermissible overage or type of materials or otherwise improve any conditions necessary to enable safe hauling. Customer will be charged a dry run fee for each attempted trip where hauling does not occur. (f) If Company hauls an overloaded roll-off, Customer shall be responsible for all service charges based on the actual tonnage hauled, plus any tickets, fines, penalties or damages incurred by Republic due to the overweight container.

EQUIPMENT RENTAL. Rented equipment shall remain at Customer's Site Location at all times, except when handled by Company. Customer shall not make any changes, alterations, additions, or improvements in or to the equipment or move or relocate the equipment without Company's prior written consent. Customer shall allow Company and/or its designee to enter the Site to examine or inspect the equipment, perform preventative maintenance and repairs, or for any other purpose permitted by this Agreement. Customer agrees that the installation of the equipment is for the primary benefit of Company to provide services, and that Company has the right, at any time and at its sole discretion, to substitute the equipment for similar equipment of make and size, or of a make and size that provides for more efficient or economical service.

MAINTENANCE. Company shall maintain the equipment in good operating condition and make repairs necessitated only by normal wear and tear. Customer shall be responsible for repairs, replacement parts, and labor necessitated by abuse or negligent operation or care of the equipment. Once installed, Customer shall have the care, custody, and control of the equipment. Customer assumes all risks of loss, damage, destruction or interference with the use of, and accepts responsibility for, the equipment and the supervision and operation of the equipment, accessories and contents during the term of this Agreement. Company will not be responsible for installation of utility service necessary to operate the equipment or any utility service charges attributable to the equipment's operation. If electrical or any other installation requirements are not satisfied prior to delivery of the equipment, Company may charge Customer all costs incurred by Company for its inability to complete the installation of

the equipment. Customer shall be responsible for (a) connecting the equipment to the electrical service and any other utility services in conformance with all applicable building and zoning codes and regulations, (b) providing the necessary electrical power to operate the equipment, and (c) all costs of electrical wiring, and/or other utility hook-up and inspection thereof necessary for use of the equipment.

CUSTOMER'S OBLIGATIONS. Customer shall operate the equipment solely for its intended purpose and in strict conformance with this Agreement, the manufacturer's and Company's instructions, and shall not allow the equipment to be used by any person other than Customer's employees without Company's written consent. Customer shall comply with all reporting and operating requirements related to the operation, maintenance, and management of the equipment as required by Company or as otherwise mandated by Applicable Laws. Any Site-related licenses and permits concerning the equipment shall be obtained and maintained by Customer at Customer's sole cost and expense. Customer shall take all action necessary to ensure that the equipment is not abused, misused, or otherwise harmed by Customer or its employees, agents, and representatives or any other persons. Customer shall immediately notify Company of any damage to the equipment, or any injuries relating to the use or operation of the equipment. Customer shall keep the equipment free from any and all liens and claims and shall not do or permit any act whereby Company's title or rights might be encumbered or impaired.

DISCLAIMER OF WARRANTIES; DAMAGES. COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES THEREFOR. COMPANY EXPRESSLY DISCLAIMS ALL INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOST SALES AND PROFITS AND OTHER BUSINESS INTERRUPTION DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), AND CUSTOMER HEREBY EXPRESSLY WAIVES AND RELEASES COMPANY FROM AND AGAINST ANY SUCH DAMAGES.

ELECTRONIC MATERIAL AND/OR BULB & BATTERY (UNIVERSAL) RECYCLING SERVICES. Electronic Material Services and/or Bulb & Battery (Universal) Recycling Services are provided only within the continental United States (not available in Alaska or Hawaii). Company or its subcontractor shall collect, transport, or receive via mail, treat, recycle, and/or dispose of Electronic Material and/or Bulbs & Batteries as provided in the Service Details. Customer acknowledges and understands that due to a variety of factors, including without limitation market conditions and processing costs, some or all of the Electronic Material and Bulbs & Batteries may be disposed of in a disposal facility and not recycled. Weights and/or unit counts of all Electronic Material and Bulbs & Batteries shall be determined upon receipt by Company or its subcontractor. All references to "Company" in this section of the Agreement shall also include Company's subcontractor(s).

ADDITIONAL DEFINITIONS. The following additional definitions apply to Electronic Material Services and Bulb & Battery Recycling Services only:

"Box Mail-Back Services" means services in which Company delivers boxes or containers designated for the packing and shipping of Electronic Material or Bulbs & Batteries by Customer (hereinafter "Box") to the designated processing facility.

"Bulbs & Batteries" means those materials included in the Environmental Protection Agency's Universal Waste regulations set forth in 40 C.F.R. 273, including bulbs, batteries, TSCA-exempt ballasts and non-PCB ballasts, lamps, and other mercury-containing items and materials.

"Bulb & Battery Recycling Services" includes Box Mail-Back Services as a means to recycle or dispose of Bulbs & Batteries.

"Electronic Material" consists of any High Grade, Low Grade and Video Display Devices that are not excluded by these provisions relating to Electronic Material Services. Electronic Material does not include any solid waste, non-electronic Recyclable Material or Excluded Waste.

"Electronic Material Services" includes Box Mail-Back, Pack-Up and Pick-Up and/or Full Service as a means to recycle or dispose of Electronic Material. "Excluded Waste" means any material other than Electronic Material or Bulbs & Batteries. Electronic Material and Bulbs & Batteries may not be commingled. If Electronic Material is commingled with Bulbs & Batteries for a Bulb & Battery Recycling Service, the Electronic Material will be treated as Excluded Waste, and vice versa.

"Full Service" means services in which Company provides all necessary containers, packaging, removal, loading and shipping of the Electronic Material to the designated processing facility.

"High Grade" means electronic items that contain gold, silver and/or large circuit boards including, but not limited to, computers, switching equipment, telephones (cellular, cordless, wireless), and telephone carrier switching equipment.

"Low Grade" means electronic items that consist mostly of plastic and metal including, but not limited to, printers, keyboards/mice, countertop appliances with cords, media storage devices, and video games and accessories.

"Pack Up & Pick Up Services" means services in which pre-packaged or palletized Electronic Material are collected by Company from a Site Location and transported directly to the designated processing facility. "Video Display Device" means computer terminal, oscilloscope, TV (CRT, LCD, plasma, rear projection), IT equipment, E-waste containing glass, monitor (CRT, LCD, plasma), and tablets.

BOX MAIL-BACK SERVICES. In connection with Box Mail-Back Services, the following additional terms shall apply:

Pre-Payment; No Refunds. With respect to Electronic Material, payment for Box Mail-Back Services is made in advance and if Customer returns an unused Box, Customer will receive a refund of up to 50% of the purchase price. If Customer subsequently requests a Box for Electronic Material, Customer will be responsible for full pre-payment. With respect to Bulbs & Batteries, payment for Box Mail-Back Services is made in advance and will not be refunded after a Box has been shipped to Customer. If Customer returns an unused Box, Customer will be responsible for its shipping cost to return the Box plus a restocking fee, which is \$14 for a lamp box and \$12 for a battery/ballast box (restocking fees for other types of Boxes may vary). If Customer subsequently decides they require a Box, Customer will be responsible for the cost of re-shipping the Box.

Expiration of Boxes. Each Box must be received by Company or its subcontractor by the expiration date printed on the prepaid return shipping label, which is typically twelve (12) months (the "Expiration Date"). If Customer ships a Box (for Electronic Material only) after its original Expiration Date or requests up to a one-year extension of the Expiration Date, Customer shall pay Company an additional fee in the amount of 50% of the original Box purchase price. Company has no obligation after the Expiration Date (original or extended, if applicable) to process materials sent in for recycling and may return such materials to Customer at Customer's expense.

Safe Packaging Obligation. Customer is responsible for complying with all packaging (including safely packaging contents), sealing, and shipping instructions included with each Box.

Electronic Material Specifications. With respect to Electronic Material Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight in the amount of up to \$0.83 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly up to \$0.37 per pound; (iv) processing electronics containing wood up to \$0.23 per pound; (v) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (vi) return shipping charges for any Excluded Waste or Boxes received with expired labels.

Bulbs & Batteries Specifications. With respect to Bulb & Battery Recycling Box Mail-Back Services, Company reserves the right to bill additional amounts for any of the following: (i) any Box exceeding its specified maximum weight up to \$1.50 per pound; (ii) shipping materials in the wrong Box or mixing materials in a Box; (iii) shipping materials that require additional labor for unpacking or disassembly; (iv) additional shipping charges beyond the amounts prepaid for any prepaid label; and/or (v) return shipping charges for any Excluded Waste or boxes with expired labels received by Company.

Automatic Reordering. For automatic reordering of Box Mail-Back Services, the following provisions will apply:

Upon receipt of a Box from Customer, Company will automatically send Customer a Box identical to the one returned by Customer. Any Box must be used by Customer within twelve (12) months of receipt or an additional charge may apply.

Company may increase rates to cover increases in shipping, recycling, refurbishment, reuse, and/or disposal rates upon notice to Customer.

Customer shall have 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable, to use and return all of the Boxes in Customer's possession. Company reserves the right to bill Customer for any Boxes not received by Company within 30 days following the expiration or termination of the Electronic Material Services or Bulb & Battery Recycling Services, as applicable.

PACK-UP & PICK UP SERVICES. In connection with Pack Up & Pick Up Services, the following additional terms shall apply:

Safe Packaging Obligation. Customer is responsible for complying with all safety, packaging, sealing, and loading/palletizing instructions (including removing materials from their original packaging and/or not individually wrapping all materials) included with each order, and shall ensure such is completed prior to the scheduled pickup date.

Electronic Material Specifications. With respect to Electronic Material Pack-Up and Pick-Up Services, Customer shall ensure that Electronic Material is sorted into the following categories: (1) Video Display Devices; (2) High Grade; (3) Low Grade. A full list of Video Display Devices, High Grade and Low Grade Electronic Material is available upon request. If the Electronic Material is not properly sorted, Customer shall pay Company a sorting charge of up to \$0.22 per pound. If Electronic Material are not removed from their original packaging, an additional unpacking fee in the amount of up to \$0.37 per pound will apply. If Electronic Material are not properly loaded and palletized, an additional unsafe load conditions fee in the amount of up to \$0.37 per pound will apply.

FULL SERVICE. There is a minimum charge for Full Service. For loads of Electronic Material up to 466 pounds, the minimum charge for Full Service will be \$660. For loads of Electronic Material over 466 pounds, the charge for Full Service will be the weight of the load multiplied by the per pound charge quoted in the Service Details.

CUSTOMER'S INITIAL:

DATE:



Service Agreement

TEMPORARY
 PERMANENT 167439 - 402

A. CUSTOMER SITE INFORMATION

Site Name: City of Fairhope - Waste Water Treatment Effective Date: _____ Account #: _____
 Service Address: 300 North Church Street Service Area: 402 Salesperson: Bergenty
 City/State: Fairhope, Alabama Zip Code: 36532 Contact Name: Dennis Scott
 Email: dennis.scott@fairhope.al.com Telephone: _____ Fax: _____ Mobile: _____

B. BILLING INFORMATION

Billing Name: City of Fairhope / Waste Water Treatment P.O. # Required? Y N
 Billing Address: 555 Section Street / Public Works Billing Cycle: monthly Customer Payment: _____
 City/State: Fairhope, Alabama Zip Code: 36532 Contact Name: _____
 Email: _____ Telephone: _____ Fax: _____ Mobile: _____

C. NEW SCHEDULE OF SERVICE

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
4	FEL	Grit	2yd	3x/WK	No	No	Yes	No	4200	Month Haul: M T W T F S Month Haul: S M T W T F S

OLD SCHEDULE OF SERVICE

Month Haul	Schedule
Month Haul	S M T W T F S
Month Haul	S M T W T F S

D. ADDITIONAL FEES

Lockbar: N/A Casters: YES ~~Roll-off fee \$2500~~ \$2500 4 cans w/wheels on time charge
 Franchise Fee: N/A (4 swivel each) Disposal Per Ton: _____
 Additional Yardage Fee: N/A Extra Pickup: _____ Roll off box not active after 8 days. \$10.00 per day service charge.
 A fuel recovery and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice. (included) Roll-Off container will have a per pull charge and a minimum of 2.5 tons disposal charge.
 Dry Bin Fee: _____

"LOCATION STAMP HERE"

Other Instructions: * Specialty dumpsters *
(1 year contract w/ option to renew 3yrs)
 Special Service: Containers must have drainage holes & casters

Waste Pro - 402 Baldwin/Mobile County
 31020 Jesse Road, Spanish Fort, AL 36527
 Phone (251) 232-5852
 Fax (251) 338-0318

Customer Signature: _____ Date: _____
 Waste Pro Representative: Chauanne Bergenty Date: 4/15/22
 Print Name: Maryanne Bergenty

TERMS & CONDITIONS ON THE REVERSE ORIGINAL WP/Manager Initials

Dennis Scott

From: Danny Joiner <dannyjoiner@gflenv.com>
Sent: Thursday, April 21, 2022 10:54 AM
To: Dennis Scott
Subject: GFL Solid Waste Services

SENT FROM AN EXTERNAL ADDRESS

Dennis, Thank you very much for contacting GFL Environmental, however we cannot service your sludge waste from the water treatment plant at this time in the small front load trash bins due to several reasons, including too much liquids which could cause leakage on the highways plus getting behind the blade in the truck of which our driver has to clean out every day. We will be interested in providing the service on a 20 yard open top with liners whenever you are set up to be able to do that. We would have to profile and manifest each load to go to our Citronelle landfill. Please feel free to contact me with any questions.

Danny Joiner | Account Manager
GFL Environmental
6225 Rangeline Rd, Theodore, AL, 36582
T 251-622-0462 | C 251-622-0462 | dannyjoiner@gflenv.com | www.gflenv.com

Confidentiality Notice: This email message (including attachments, if any) is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, proprietary, confidential and exempt from disclosure. If you are not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender and erase this email message immediately.

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and receive RFQs for procurement and installation of a 16' x 12' Rolling Steel Door for the City of Fairhope Electric Barn.

[2] At the appointed time and place, RFQs were received and tabulated as follows:

Please see RFQs Tabulation
Procurement and Installation of a Rolling Steel Door
for the City of Fairhope Electric Barn

[3] After evaluating the quotes with required specifications, Bailey Door, Inc. is now awarded the RFQ for a total cost not-to-exceed \$11,698.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/13/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement and Installation of Rolling Steel Door

Project Location: Electric Barn

Presented to City Council: 5/23/2022

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Licensed Electrician

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 11,698.00

MAY 16 '22 AM 8:40
JW

Vendor: Balley Door Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas **Electric** Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 003-50360
G/L Acct Name: Maintenance-Buildings

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

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

Over (Under) budget amount: \$ 11,698.00

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

Comments: \$7,308.79 remaining available in the Maintenance Building Account for Electric

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/11/2022

Purchasing Memo Date: 5/11/2022

Delivered To Date: 5/13/2022

Request Approved Date: 5/13/2022

Request Approved Date: 5/13/2022

Approved Date: 5/13/2022

Signatures: *Aislinn Stone*
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

A handwritten signature in black ink, appearing to read "Erin Wolfe".

From: Erin Wolfe, Purchasing Manager

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: May 11, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for Procurement and Installation of Rolling Steel Door**

Kimberly Creech
Treasurer

The Electric Department is requesting approval to procure and install one 16' x 12' Rolling Steel Door in the City of Fairhope Electric Barn. The project would include removing the existing 16' x 12' rolling steel service door, installing a new 16' x 12' chain hoist operated rolling service door. FOW mount with three (3) angle structural steel guides; Interlocking 22-gauge flat slat curtain with "T" shaped extruded aluminum bottom bar and rubber astragal; Round 24-gauge steel hood; and Bottom bar slide bolt locks.

Three (3) quotes were obtained for this project, and the best pricing for this was from Bailey Door, Inc. for Eleven Thousand Six Hundred Ninety-Eight Dollars (\$11,698.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement and installation of a rolling steel door for the City of Fairhope Electric Barn for Eleven Thousand Six Hundred Ninety-Eight Dollars (\$11,698.00).

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

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



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Ben Patterson
 Department: Electric

Date: 05/11/2022
 Title: License Electrician/
Assistant Superintendent

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

Vendor Name	Vendor Quote
1. Bailey Door Inc	\$ \$ 11,698.00
2. Mobile Bay Overhead Door,	\$ 12,941.00
3. Door n Gutter Pro	\$ 15,000.00

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What Item or service do you need to purchase? 16x12 Rolling Steel Door and Install
- What is the total cost of the item or service? \$ 11,698.00
- How many do you need? 1
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): Bailey Door Inc
- Vendor Number:
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount?
- Budget code:

I certify that I have completed this form to the best of my ability:

*Email other supporting documentation to
Cory.Pierce@FairhopeAL.gov and
Rhonda.Cunningham@FairhopeAL.gov.*

Bailey Door, Inc

16490 Pine Grove RD Ext E

Bay Minette, AL 36507

251-937-0546 Office

baileydoorinc@gmail.com

Re: Fairhope Electric Barn Rolling Door replacement

Option 1:

Remove existing 16 x 12 rolling steel service door and install 1 – 16 x 12 Chain hoist operated ribbed steel sectional door. Standard hardware, springs and standard lift track. Perimeter weather seals and interior slide lock. Color: white. Wind-load: 155 MPH.

Installed: \$7,655.00

Option 2:

Remove existing 16 x 12 rolling steel service door and install new 16 x 12 Chain hoist operated rolling service door. FOW mount with three angle structural steel guides. Interlocking 22-gauge flat slat curtain with "T" shaped extruded aluminum bottom bar and rubber astragal. Round 24-gauge steel hood. Bottom bar slide bolt locks. Color in white, tan or grey as selected. Wind-load: 155 MPH.

Installed: \$11,698.00

Thank You

Sam Bailey

251-232-7454

From: [Ben Patterson](#)
To: [Erin Wolfe](#)
Cc: [Conrad Havranek](#)
Subject: Electric Department Roll Up shop Door
Date: Wednesday, May 11, 2022 2:05:40 PM

Erin,

We went with option 2 from Bailey Door Inc., because this door will replace the roll up door that is there now. We need proper height clearance for our bucket trucks to enter and exit the shop that option 2 meets. Option 1 does not meet the height clearance, mainly because it is a sectional door (essentially the door is a bigger version of a residential garage door on tracks and springs). Hope this helps.

Thanks,

Ben



MOBILE BAY OVERHEAD DOOR, INC.
 26179 Capital Drive Ste B
 Daphne, AL 36526
 +1 2519909368
 jmorgan@mobilebayoverheaddoor.com

Estimate 3152

DATE 05/02/2022	TOTAL \$12,941.00
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ADDRESS
 City of Fairhope
 City of Fairhope
 P.O. Box 429
 AL 36533
 Fairhope f-929-0364

SHIP TO
 City of Fairhope
 City of Fairhope
 P.O. Box 429
 AL 36533
 Fairhope f-929-0364

ACTIVITY	QTY	RATE	AMOUNT
610 Model 16' X 12' Overhead Door Model 610 Rolling Service Door Slats, C-275 22 Gauge Galvanized Steel Slats, Color Gray Guides, Face Mount E-Guides, Black Powder Coated, Vinyl 1 Side, Bellmouth Entry Bottom Bar, Double Angle Steel, Black Powder Coated, Weather- Stripped Astragal Hood, Round 24 Gauge Galvanized Steel Hood, Color Gray Windload, +41/-41 PSF Operation, Chain Hoist Right Hand Drive Locks, Internal Slide Locks, Both Jambs Price Includes Materials & Labor. Estimate is Good for (5) Days from date of Estimate, due to unexpected Steel Price Increases. All Electrical and Electrical Components, too include Conduit High & Low Voltage, Done by Others. All Jambs and Header areas must be un-obstructed, as per submittal drawings, before door installation.	1	12,941.00	12,941.00

TOTAL **\$12,941.00**

THANK YOU.

Accepted By

Accepted Date



DOOR -N- GUTTER PRO

3819 Gordon John Drive
Mobile, AL 36693 US
(251)666-8313
info@doorandgutterpro.com

ADDRESS

City of Fairhope 1
555 South Section St
Fairhope, AL 36532

Estimate 7622

DATE 05/06/2022

P.O. NUMBER
Jeff Hartline 331-4390

SALES REP
Larry Nelson

JOB LOCATION
Maintenance Facility

ACTIVITY	QTY	RATE	AMOUNT
CHI Model 6222 16' X 12' CHI Model 6222 Heavy duty rolling steel curved slat, gray in color, wind locked, Right hand chain hoist Take down existing door	1	15,000.00	15,000.00

TOTAL \$15,000.00

Accepted By

Accepted Date

All work orders over \$2,000 will require a 1/2 down deposit
A 3.5% Surcharge will be applied to all Credit Card transactions.
We will greatly accept Debit cards at no additional charge.

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the State of Alabama, acting by and through the Alabama Department of Transportation, 68V Harvest Green East, LLC, and the City of Fairhope regarding a traffic signal and certain roadway improvements to be installed and completed as set forth in the MOU.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this “**MOU**”) is made and entered into this the ___ day of May, 2022 (the “**Execution Date**”), by and among **The Alabama Department of Transportation (“ALDOT”)**, **68V Harvest Green East 2022, LLC**, an Alabama limited liability company (collectively, the “**Developer**”), and the City of Fairhope (“**Fairhope**”) (ALDOT, the Developer and Fairhope are collectively referred to herein as the “**Parties**”).

Recitals:

WHEREAS, the Developer is developing two parcels of land with preliminary plat approval by the City of Fairhope Planning Commission known as Harvest Green East located on the eastern side of AL Hwy 181 in the City of Fairhope, Baldwin County, Alabama (collectively, the “**Subdivisions**”); and

WHEREAS, based on the Traffic Impact Analysis for Harvest Green PUD, dated May 2022 and produced by Neel-Schaffer, Inc. attached as **Exhibit C** (the “**Traffic Study**”) a traffic signal (the “**Traffic Signal**”) is warranted in the location shown on **Exhibit A** attached hereto; and

WHEREAS, Developer will undertake the permitting, installation and construction of the Traffic Signal (the “**Traffic Signal Work**”) and other improvements as required by ALDOT as also listed in **Exhibit A** attached hereto (collectively, the “**Roadway Improvements**”) prior to receiving formal permit approval.

NOW THEREFORE, the Parties hereby agree and understand as follows:

1. Developer shall provide a performance bond for the Traffic Signal Work and Roadway Improvements, and construct the Traffic Signal Work, along with all the Roadway Improvements as required by ALDOT and represented in the ALDOT approved permit plans. The Developer shall maintain the performance bond until the Traffic Signal Work and Roadway Improvements are completed, and ALDOT issues final acceptance for the permitted work.
2. ALDOT has agreed to enter into a Funding Agreement with Fairhope and pay Fairhope \$250,000 for the improvements described in this MOU. Fairhope agrees to contribute those funds towards the Traffic Signal Work within 21 business days after the Developer’s completion of the Traffic Signal Work and Roadway Improvements, acceptance by ALDOT, and release of the performance bond. ALDOT agrees that its funding pursuant to this MOU shall not detrimentally impact Fairhope’s ability to apply for or obtain additional grants or other funding opportunities from ALDOT for additional unrelated projects in the future.
3. Developer shall submit construction plans to be reviewed by ALDOT. Once approvable, ALDOT agrees to issue the permit(s) necessary for the Developer to begin the intersection work and roadway improvements. ALDOT agrees to allow the materials related to the Traffic Signal to be submitted, reviewed, and approved at a later date. Construction of the Traffic Signal must be completed prior to development exceeding the trigger point of 186 Single Family Homes as identified in the Traffic Study. This trigger point is met when Fairhope issues 186 certificates of occupancy for Single Family Homes in the Subdivisions. The Developer shall not begin any installation or signal improvement until all Traffic Signal related materials have

MEMORANDUM OF UNDERSTANDING

been reviewed and approved by ALDOT. The Developer agrees to monitor all building permits and certificates of occupancy for all homebuilders. It is the Developer's sole responsibility to ensure the Traffic Signal Work is completed before the trigger point is reached.

4. In the event the Developer is in the position to apply for final plat approval for the Subdivisions, but the Traffic Signal Work has not been completed, the Parties agree that the Developer shall be otherwise permitted to (i) apply for final plat approval from the Fairhope Planning Commission, subject to any terms or conditions of approval for final plat, (ii) if final plat approval is obtained, record the final plat and apply for building permits for any parcels, structures, or other dwellings, and (iii) provide access to the Subdivisions through the entrances as necessary. Notwithstanding the foregoing, the Developer shall not be permitted to obtain any additional building permits or certificates of occupancy once the Traffic Signal trigger point of 186 Single Family Homes as identified in the Traffic Study is met without completion of the Traffic Signal Work and Roadway Improvements as set forth herein.

5. Based upon the current scope of Subdivisions' development, which is depicted in **Exhibit B** and will consist of 227 Single Family Homes, the Parties agree that this MOU, its Exhibits, and the ALDOT approved permit plans shall represent the totality of the improvement and contributions required of the Developer for traffic improvements and the Parties agree that there shall be no additional traffic improvements required by Fairhope or ALDOT of the Developer for the Subdivisions, with the exception of any improvements and conditions of approval required by the Fairhope Planning Commission or otherwise required in local regulations, such as the Fairhope Zoning Ordinance and Fairhope Subdivision Regulations.

6. Fairhope agrees that any additional development adjacent to the Subdivisions of any kind beyond the current scope reflected above and in **Exhibit B** that will connect to AL Hwy 181 by way of the approved accesses must be reviewed by ALDOT to determine if any roadway improvements would be required.

7. Developer is obligated to complete the Traffic Signal Work and Roadway Improvements and will remain responsible for any overages, increase in material costs, delays, or other unforeseen conditions or circumstances. In the event Developer sells or otherwise conveys the Subdivision or Subdivisions to any other entity or entities for development, Developer remains jointly and severally liable for the obligations under this MOU with any new purchaser or future developer unless Developer is released by ALDOT and Fairhope in writing.

8. Until the earlier of (a) ALDOT's final acceptance of the Traffic Signal Work and Roadway Improvements or (b) the expiration of the applicable statute of limitations, Developer agrees, to the full extent permitted by law, to fully defend, indemnify, and hold harmless ALDOT and Fairhope, and its officials, employees, and agents, from and against any claim, cost, lawsuit, demand, cause of action, damage (including compensatory, consequential or punitive), interest, court cost, expert cost, attorney's fee, or liability of any kind arising out of, relating to, or concerning the performance of Developer's obligations under this MOU or the construction of the Traffic Signal Work and Roadway Improvements, including but not limited to claims in tort, contract, or statute, for negligence, wantonness, personal injury, wrongful death, breach of

MEMORANDUM OF UNDERSTANDING

contract, breach of warranty, indemnity, or fraud, whether occasioned wholly or in part by any negligence, act or omission of ALDOT, Fairhope, or any agents thereof.

9. Nothing in this MOU shall be deemed to create any joint venture, partnership, entity or principal-agent relationship between the Parties, and none of the Parties shall act toward third parties or the public in any manner which would indicate any such relationship with the other.

10. This MOU shall not be binding until signed by all Parties hereto. A fully executed copy of this MOU may serve as an original MOU.

11. This MOU shall be governed by and performed in accordance with the laws of the State of Alabama. The Parties agree that venue concerning any dispute regarding the terms or enforcement of this MOU shall only be in the State Courts of Alabama in Baldwin County.

12. Severability. Should any section, paragraph, sentence, clause or phrase of this MOU, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, such decision shall not affect the validity of the remaining portions of this MOU or its application to other persons or circumstances.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed as of the day and year first above written.

DEVELOPER:

68V Harvest Green East 2022, LLC,
an Alabama limited liability company

By: _____
Name: _____
Title: _____

ALDOT:

Alabama Department of Transportation

By: _____
Name: _____
Title: _____

FAIRHOPE:

City of Fairhope

By: _____
Name: _____
Title: _____

RESOLUTION NO: _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a Contract between the City of Fairhope and Gulf South Pipeline Company, Inc., for the NNS and NNS-SCO No-Notice Agreement. This agreement shall be effective beginning April 1, 2023 and shall continue in full force and effect through March 31, 2028.

DULY ADOPTED THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Rate Schedule NNS
Rate Schedule Option: SCO
Agreement/Contract No. 55244
Dated: May 4, 2022

This Agreement is entered into by and between Gulf South Pipeline Company, LLC, ("Gulf South") and Fairhope, City of, ("Customer").

Services under this Agreement are provided pursuant to Subpart B or Subpart G, Title 18, of the Code of Federal Regulations. Service is subject to and governed by the applicable Rate Schedule and the General Terms and Conditions of the Gulf South FERC Gas Tariff ("Tariff") as they exist or may be modified from time to time and such are incorporated by reference. In the event the language of this Agreement conflicts with Gulf South's then-current Tariff, the language of the Tariff will control.

Receipt and Delivery Points: Primary Receipt and Primary Delivery Points shall be listed on Exhibit "A". A minimum delivery pressure of 110 Pounds per Square Inch Gauge (PSIG) shall apply to all deliveries by Gulf South at the Primary Delivery Point(s).

Maximum Contract Quantity(ies):

Seasonal Maximum Daily Quantity (MDQ)		
Winter	6,862	Dth
Summer	2,745	Dth
Shoulder Months	4,117	Dth
Maximum Storage Quantity (MSQ)	68,620	Dth
Maximum Daily Injection Quantity (MDIQ)	1,716	Dth
Maximum Daily Withdrawal Quantity (MDWQ)		
Winter	3,431	Dth
Summer	1,372	Dth
Shoulder Months	2,058	Dth

Term: This Agreement shall be effective beginning April 1, 2023 and shall continue in full force and effect through March 31, 2028.

Rate: The rate for this Agreement shall be the maximum applicable rate (including all other applicable charges Gulf South is authorized to charge pursuant to its Tariff) unless the parties have entered into an associated discounted or negotiated rate letter agreement.

Exhibit(s): The following Exhibit(s) are attached and made a part of this Agreement:

Exhibit A, Primary Point(s)

This agreement shall be governed by and construed under the laws of the State of Texas, excluding any provision which would direct the application of the laws of another jurisdiction.

IF YOU ARE IN AGREEMENT WITH THE FOREGOING, PLEASE INDICATE IN THE SPACE PROVIDED BELOW.

GULF SOUTH PIPELINE COMPANY, LLC

Signature: _____ Date: _____

Name: _____ Title: _____

Fairhope, City of

Signature: _____ Date: _____

Name: _____ Title: _____

No Notice Service Agreement

Between GULF SOUTH PIPELINE COMPANY, LLC and FAIRHOPE, CITY OF

Rate Schedule NNS

Rate Schedule Option: SCO

Agreement/Contract No.: 55244

Amendment No: 0

EXHIBIT A

Primary Point(s) / Point Pair(s)

Effective April 01, 2023 through March 31, 2028

Receipt Point	Receipt Zone	Receipt Point Name	Capacity Allocation Area	Aggregate Delivery Point	Delivery Point	Delivery Zone	Delivery Point Name	Capacity Allocation Area	Winter MDQ	Shoulder MDQ	Summer MDQ	
010755 / 023600	SYSTEM	STORAGE WITHDRAWAL BISTINEAU/JACKSON							3,431	686	0	
000425	SYSTEM	CENTERVILLE (FROM ANR)	05						858	858	686	
003260	SYSTEM	ERATH (FROM NGPL)	05						1,715	1,715	1,373	
004708	SYSTEM	ERATH (FROM SEA ROBIN)	05						858	858	686	
RECEIPT POINT(S) TOTAL:									6,862	4,117	2,745	
002421 SYSTEM FAIRHOPE CITY GATE									02	6,862	4,117	2,745
DELIVERY POINT(S) TOTAL:									6,862	4,117	2,745	

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a Settlement and Release Agreement between the City of Fairhope and Mediacom Southeast LLC based on the findings from the audit by the City's Consultant for the period starting January 1, 2020 and ending December 31, 2021 in the amount of \$6,072.55.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made and entered into as of this 18th day of May 2022, by and between the City of Fairhope, AL (“City”) and Mediacom Southeast LLC (“Mediacom”).

RECITALS

WHEREAS, Mediacom operates a cable system in the City and pays franchise fees pursuant to a Cable Franchise Agreement dated January 1, 2020 (“Franchise”); and

WHEREAS, the City has hired a consultant to conduct an audit of franchise fee payments for the time period starting January 1, 2020 and ending December 31, 2021 (the “Accounting Period”); and

WHEREAS, Mediacom and the City now desire to conclude, settle, release and discharge once and forever, all rights, claims, causes of action, liabilities, disputes and demands arising out of or in any way relating to the franchise fees during the Accounting Period (“Claims”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby resolve:

AGREEMENTS

1. The City hereby releases Mediacom, and all of its subsidiary companies, principals, officers, agents, attorneys, servants, employees (both permanent and temporary), successors and assigns and/or representatives from all Claims, in consideration for Mediacom making a payment of \$6,072.55.
2. This Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all the terms and provisions of this Agreement. It is understood and agreed by the City and Mediacom that nothing herein shall be deemed to be an admission of liability by Mediacom with respect to the matter of this Agreement. Nothing herein shall be deemed to be a waiver of any rights or obligations that City and Mediacom have that are not otherwise specifically addressed in this Agreement.
3. This Agreement contains all the terms of the agreement between the City and Mediacom and may only be modified by a written agreement signed by both parties.
4. This Agreement, and any controversies arising hereunder, shall be interpreted and adjudicated in accordance with the laws of the State of Alabama and venue for any actions brought under this Agreement shall be located in state or federal court within the State of Alabama.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original without the production of any of the others, but all of which shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary acts and deeds, effective as of the date first above written.

CITY OF FAIRHOPE, ALABAMA

By: _____

Its: Mayor

MEDIACOM SOUTHEAST LLC

By: _____

Its: _____

RESOLUTION NO. _____

WHEREAS, the City Council supports the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library's upstairs;

WHEREAS, the City Council is desirous to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope's Public Library.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Mayor Sullivan to write a letter in support of the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library's upstairs; and to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope's Public Library.

ADOPTED AND APPROVED THIS THE 23RD OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Randal Wright <randalhw@gmail.com>
Sent: Wednesday, May 4, 2022 4:46 PM
To: Sherry Sullivan; Lisa A. Hanks, MMC; mmcdowell@wbbwlaw.com
Cc: Tamara Dean; Robert Gourlay
Subject: Friends of the Fairhope Public Library Impact 100 Grant Application

SENT FROM AN EXTERNAL ADDRESS

Ladies, the Impact 100 online webinar was yesterday and the Friends are eager to apply for a grant to help with our Capital Campaign for renovating, furnishing, and equipping the library's upstairs.

One of the requirements for applying relates to capital improvements on property that we do not own. We are not the owners of the library building, nor is the library. The grant guidelines require us to describe the legal relationship between the Friends and the owner of the property in question (the city). We are to attach a written agreement (contract or lease) indicating the time period granted by the owner. A minimum 5 (five) year contract, lease, or agreement is required.

Please advise us on how to proceed with this request. We are sending in our letter of intent next week and the grant application is due June 3.

Thank you for your attention and assistance!

Best regards,

Randal Hopkins Wright

"Working at retirement while living in Utopia"

251-210-6790 home

540-907-8056 cell



Impact 100 Baldwin County Reveals \$545,000 to be Awarded in Grants


 (<https://business.eschamber.com/news>)

 May 12, 2022  [Member News \(https://business.eschamber.com/news/category/member-news\)](https://business.eschamber.com/news/category/member-news)

Impact 100 Baldwin County Reveals \$545,000 to be Awarded in Grants

FAIRHOPE — At its first in-person reveal in two years, Impact 100 Baldwin County announced they will award five \$109,000 grants this year to nonprofits serving Baldwin County. Totalling \$545,000, these Grants will fund programs that make a difference in the quality of life for residents of this region. This is the largest grant amount given in a single year to date for the organization.



 [May 12, 2022](#)

The 2022 grant amounts were announced at Impact's Big Reveal held at the Nix Center in celebration of the successful conclusion of this year's Impact membership campaign.

Every dollar of a member's \$1,000 contribution goes directly in the grant pool. The membership drive, which concluded March 31, led to over 450 Baldwin County women joining or rejoining.

Impact 100 Baldwin County also officially kicked off its 15th year of grant making at the April 26th meeting. The organization was established in 2008 by Irene Meehan, who had read about similar organizations in Cincinnati and Pensacola. That year, 82 members joined, and Impact 100 awarded a single grant of \$82,000. Since then, this all-volunteer women's philanthropic organization has distributed \$4.5 million in grants in Baldwin County.

"There is a lot to reminisce about and a lot to celebrate this year," said Grants Chair Sandy Stepan. "After fifteen years of grant giving, we are going strong thanks to the unstoppable force of women."

Grants are awarded in the five focus areas of Arts, Culture & Recreation; Education; Environment & Preservation; Family; and Health & Wellness. Nonprofits have until May 13th to submit their letters of intent, and June 3rd is the deadline for submitting grant applications. Impact 100 members volunteer to serve in groups to evaluate the grant applications and select finalists, with the entire membership

voting to select the five grant recipients at the Evening of Impact event in the fall.

For more information, visit www.impact100BaldwinCounty.org.

RESOLUTION NO. _____

WHEREAS, the City of Fairhope proposes to construct an electric vehicle charging site at 181 Baldwin Square, Fairhope, Alabama, generally known as Baldwin Square Shopping Center, to support hurricane evacuation, electric vehicle adoption, and economic development; and

WHEREAS, the City of Fairhope intends to make application to the Alabama Department of Economic and Community Affairs for grant assistance from the Electric Vehicle Infrastructure Grant Program; and

WHEREAS, the total proposed project cost is \$250,000.00. The City of Fairhope is applying for Electric Vehicle Infrastructure Grant assistance in the amount of \$200,000.00, or 80% of the total proposed project costs which will be used to install two DC Fast Chargers at Baldwin Square Shopping Center.

NOW THEREFORE BE IT RESOLVED, that the City of Fairhope will hold in reserve \$50,000.00 cash from Alabama Municipal Electric Authority, or 20% of the proposed project costs for the purpose of matching the Electric Vehicle Infrastructure Grant Program assistance, and

BE IT FURTHER RESOLVED, that Sherry Sullivan in her capacity as Mayor is hereby authorized and directed to submit said application, and undertake all such actions as are necessary to receive said funding assistance, and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Fairhope understands that it will sign assurances to comply with all applicable Federal and State laws, rules, and regulations.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
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 Sherry Sullivan is hereby authorized to negotiate and execute a Memorandum of Understanding (“MOU”) between the City of Fairhope and A.I. Corte Jr. Family Limited Partnership. The purpose of the MOU is to facilitate placement of two Electric Vehicle Super Charger stations on property owned by A.I. Corte Jr. Family Limited Partnership commonly known as Baldwin Square Shopping Center. The City will be responsible for the installation, signage, paint markings, maintenance and repair of the subject stations placed on the property. The project is contingent on the approval of a corresponding ADECA Grant funding the EV stations.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into this ___ day of May, 2022, by and between The City of Fairhope ("Fairhope") and A.I. Corte Jr. Family Limited Partnership ("Corte"). This memorandum is conditioned on the receipt and approval of a corresponding ADECA grant funding two proposed electric vehicle charging stations.

Recitals

WHEREAS, Corte owns certain commercial real estate located at 181 Baldwin Square, Fairhope, Alabama. This property is generally known as Baldwin Square Shopping Center; and

WHEREAS, Fairhope intends to apply for ADECA grants for the purchase and installation of electric vehicle charging stations throughout the City (See general type/style, Exhibit A); and

WHEREAS, the City believes it is in the best interest of the citizens of Fairhope to have a two station electric vehicle charger(s) placed in the parking area of Baldwin Square Shopping Center; and

WHEREAS, the City has proposed and will work with Corte on an appropriate location for the two stations at Baldwin Square Shopping Center (See initial proposed general area attached as Exhibit B); and

WHEREAS, Corte is willing to provide a mutually acceptable and accessible location for said stations; and

WHEREAS, the City will install all signage, equipment, mark and paint appropriate spaces related to said charging station area; and

WHEREAS, the City will retain ownership of the equipment and shall repair and maintain said equipment, the Parties agree as follows.

Agreement

NOW, THEREFORE, in consideration of the recitals, covenants, promises and consideration contained herein and contingent on receipt of the applicable ADECA grant, the parties agree as follows:

1. The City will work with Corte, as owner of the proposed area to locate two electric vehicle charging stations in the parking lot of Baldwin Square Shopping Center.
2. Corte will maintain ownership of the real property in question.
3. The City will provide all labor and materials for the installation of the two charging stations.

4. The City will install and maintain all signage and surface markings for the charging stations.

5. The City will own, operate, maintain and repair the two charging stations located on the Corte parking lot at Baldwin Square Shopping Center.

6. This Agreement may be amended or modified only by an instrument in writing signed by both parties.

6. This Agreement embodies the entire understanding between the parties and supersedes and replaces any and all prior understandings, arrangements, or agreements, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals on this the ____ day of May, 2022.

A.I. Corte Jr. Family Limited Partnership

Dated: _____

By: _____

As _____

Dated: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____ a Notary Public, hereby certify that _____ whose name is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this ____ day of May, 2022.

NOTARY PUBLIC
My Commission Expires: _____

Mayor Sherry Sullivan

Dated: _____

STATE OF ALABAMA

COUNTY OF BALDWIN

I, _____ a Notary Public, hereby certify that Mayor Sherry Sullivan, whose name is signed to the foregoing Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand this the ___ day of May, 2022.

NOTARY PUBLIC

My Commission Expires: _____

Instrument Prepared by:
Marcus McDowell
For The City of Fairhope
Wilkins, Bankester, Biles & Wynne, P.A.
P. O. Box 1367
Fairhope, AL 36533
Telephone: (251) 928-1915

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF A LAND AND WATER CONSERVATION
GRANT APPLICATION TO THE ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS FOR CONSTRUCTION OF PARK
IMPROVEMENTS AT NORTH BEACH PARK**

WHEREAS, the City of Fairhope proposes to construct park improvements at North Beach Park to provide for the health and well-being of the general public; and

WHEREAS, the City intends to make application to the Alabama Department of Economic and Community Affairs for grant assistance to construct the park improvements from the Land and Water Conservation Fund; and

WHEREAS, the total proposed project cost is estimated to be \$493,460.00 and, the City is applying for Land and Water Conservation Fund assistance in the amount of \$246,730.00, or 50%;

NOW, THEREFORE BE IT RESOLVED, that the City of Fairhope will hold in reserve \$246,730.00, or 50% of the total proposed project costs, in cash and in-kind matching funds; and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Fairhope understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations and that the property acquired and/or developed with Land and Water Conservation Fund assistance will be maintained for public outdoor recreation in perpetuity as required by Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965; and

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Park Name: North Beach Park

Park Address: N Beach Rd

Fairhope, Alabama

Project Description: Fairhope Duck Pond Restoration

Latitude and Longitude at Center of Park: Latitude 30°31'45.46"N

Longitude 87°54'30.47"W

Number of acres to be assisted: 16 acres

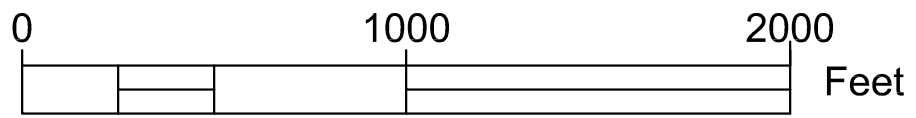
Project Description: The proposed project for the North Beach Park includes diverting stormwater runoff from the adjacent residential areas, adding a new sidewalk around the perimeter of the ponds, adding a new prefabricated pedestrian bridge, and additional amenities including picnic tables, benches, and a gazebo.

COST ESTIMATE

Description: Fairhope Duck Pond Restoration

Date: May 12, 2022

Item No.	Description	Unit	Quantity	Unit Price	Total
1	Unclassified Excavation	Cubic Yard	1654	\$ 30.00	\$49,620.00
2	Concrete Sidewalk, 4" Thick	Square Yard	1208	\$ 60.00	\$72,480.00
3	Rehabilitation of Existing Pump System	Lump Sum	1	\$ 7,500.00	\$7,500.00
4	Mobilization	Lump Sum	1	\$ 35,000.00	\$35,000.00
5	Landscaping	Lump Sum	1	\$ 25,000.00	\$25,000.00
6	Improvements to Existing Wetland Pond	Lump Sum	1	\$ 25,000.00	\$25,000.00
7	Demolition of Existing Bridge	Lump Sum	1	\$ 5,000.00	\$5,000.00
8	Aluminum Pedestrian Bridge	Each	1	\$110,000.00	\$110,000.00
9	Metal Bench	Each	4	\$ 2,000.00	\$8,000.00
10	Gazebo 20' x 20'	Each	1	\$107,000.00	\$107,000.00
11	Trash Cans	Each	8	\$ 100.00	\$800.00
12	Picnic Tables	Each	4	\$ 800.00	\$3,200.00
Total Const. Cost:				\$	448,600.00
Design & CEI (10%):				\$	44,860.00
Total:				\$	493,460.00
Grant Request (50% Cons. + Design/CEI):				\$	246,730.00
City Match (50% cons.):				\$	246,730.00



CITY OF FAIRHOPE
DUCK POND RESTORATION

1 in = 1000 Feet

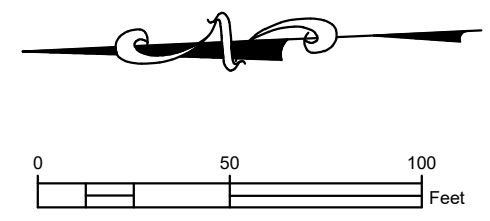
PROJECT LOCATION MAP

DATE:
MAY 2022



TITLE OF PROJECT: FAIRHOPE DUCK POND RESTORATION
 NAME OF SPONSER/APPLICANT: CITY OF FAIRHOPE
 DATE PREPARED: 5/12/22

REVISION NO.	DESCRIPTION	DATE	BY:

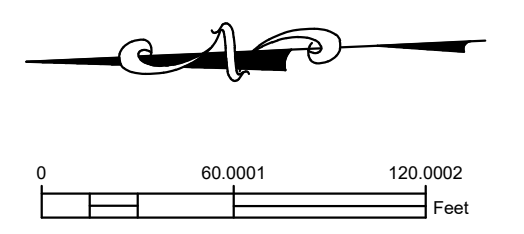


**CITY OF FAIRHOPE
 DUCK POND RESTORATION**



PARCEL ID: 64360
 OWNER: FAIRHOPE, CITY OF
 AREA: 16.00 ACRES
 DESCRIPTION: 16 AC SEC 18-6-2 FROM NE COR OF SEC 18-6-2
 RUN W 1310' TO POB TH W 30' TH S 6' W 450'
 S'ERLY ALG MOBILE BAY 1570' E 66 0' TO BAYVIEW
 AVE TH N'ERLY ALG STD ST 1565' TO POB
 LATITUDE & LONGITUDE AT CENTER OF PARK: LATITUDE 30°31'45.46"N
 LONGITUDE 87°54'30.47"W

REVISION NO.	DESCRIPTION	DATE	BY:



**CITY OF FAIRHOPE
 DUCK POND RESTORATION**

**PEDESTRIAN AND
BICYCLE COMMITTEE**

NOMINEE (S)

3-Year Term

APPOINTMENTS_____.

Jack Graves

REAPPOINTMENTS_____.

The terms shall end May 2025

CITY OF FAIRHOPE



Jaw

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: GRAVES First Name: JACK Phone Number: _____
985-507-1274 Cell: 985 507 1274 Email: gravesj77@hotmail.com
Home Address: 19 S. Summit St. #10
City: Fairhope State: AL Zip: 36532
Business Address: _____
City: _____ State: _____ Zip: _____
Name of Board or Committee: PEDESTRIAN/BIKE COMMITTEE

EDUCATIONAL BACKGROUND:


Hampden Sydney College; Bachelor of Economics
Tulane University; MBA

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Signature:  Date: 3-10-22
You may attach a resume with this application.

Fairhope Pedestrian and Bicycle Committee Meeting Minutes

Date: 4/5/2022

Committee Member Attendees: Gary Gover; Rosalie Stromme; Bill Hall; Chris Knight; Chris Riley; Michelle Melton

Committee Member Absentees: John Kavanagh; Katie Bolton

Guests in attendance: Vincent George; Chris Ambron; Hunter Simmons; James Watkins of the Fairhope Times; Jack Graves

City Councilman representative: None were in attendance.

Meeting called to order at 4:03pm by Bill Hall.

Motion carried to approve 3/8/2022 minutes.

Administrative Items: Jack Graves expressed his interest in becoming a Pedestrian & Bicycle Committee member after his Application for Appointment was submitted to the City of Fairhope. Motion carried to approve the appointment of Jack Graves.

Pedestrian and Bicycle Committee Input for city projects:

- a) Working Waterfront Project – Chris Knight attended the Work Session in March 2022 for this project and reports that approximately 90% of the proposed project is restoration with some additional features to include a bathroom and a funicular.
- b) Complete Streets Project – Hunter Simmons reviewed the Complete Streets Resolution and suggested some minor changes to verbiage may be appropriate for final submission to the Comprehensive Plan Team consultants.

*****Action Item:** Bill Hall, Gary Gover and Hunter Simmons work together to prepare final draft.

Sidewalk Improvements: *****Action Item:** Chris Riley will begin the process of expanding sidewalk repainting to the Fairhope Furniture Consignment store on North Section and at the Fels Avenue/South Section area near Rambo's Auto Service.

ARCGIS Field Maps Application: Hunter Simmons, Vincent George and Chris Ambron provided committee member training on the Field Maps application. Each committee member was provided a group Username and group Password to access this application while out in the field. City of Fairhope needs committee member assistance in crosschecking mapped sidewalks