

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

**MONDAY, 10 APRIL 2017 – 4:30 P.M. – COUNCIL CHAMBERS**

1. Volanta Park Master Plan – Joe Comer of Espalier Landscape Architecture
2. Budget Updates
3. Committee Updates
4. Department Head Updates

**Next Regular Meeting Monday, April 24, 2017 Same Time and Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 10 APRIL 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 27 March 2017 Regular City Council Meeting, minutes of 27 March 2017 Work Session, minutes of 27 March 2017 Agenda Meeting, and minutes of 5 April 2017 Special Called City Council Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items
4. Council Comments
5. **Final Adoption** – An Ordinance Amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a).
6. Resolution – That the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.
7. Resolution – That That the City of Fairhope has voted to purchase the annual renewal of the ASTRO25 Trunking Infrastructure Service Maintenance Agreement for the Police Department Dispatch Consoles and the type of agreement needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid (T-300); and the vendor Motorola, Inc. is the Sole Source Distributor for this equipment. The cost of this hardware and software support is \$22,220.40.
8. Resolution – That Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-mix Concrete for the City (Bid Number 017-16) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with an estimated annual cost of \$46,000.00.
9. Public Participation
10. Executive Session - Discuss Pending and Potential Litigation
11. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, April 10, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, April 10, 2017 – Council Chambers**

**Next Regular Meeting – Monday, April 24, 2017 - 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, 27 March 2017.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Pastor John Martin, Family Pastor of Celebration Church, and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 09 March 2017, regular meeting; minutes of the 09 March 2017, work session; and minutes of the 09 March 2017, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council on the following items:

- 1) Fly Creek PUD is not in line with Fairhope’s vision; the lawsuit is to protect citizens, watershed, and City’s unique character.
- 2) Baldwin County Sewer System and Fish River was mentioned and our attorney sent letter regarding agreement with the City. The City is subsidizing and it is Baldwin County Sewer’s decision.
- 3) Town Hall Meeting scheduled for April 4, 2017 at the Fairhope Point Clear Rotary Youth Club.
- 4) Mentioned the Mayor’s Golf Tournament put on by FEEF and the Fairhope High School Black Box Theatre presentation of Les Miserables were mentioned.
- 5) Announced Fairhope business owner and resident Bill Baldwin passed away and condolences to the family were given. He was respected by the Fairhope community.

The following individuals spoke during Public Participation for Agenda Items;

- 1) Mack Douglass addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He said they were there to ask the City Council to save their creek. Mr. Douglass commented we have all grown up on its banks; we love Fly Creek and ask the City Council to protect it.

27 March 2017

- 2) Graham Murphy, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He said this area was their playground and want it to stay that way.
- 3) Mitsy Murphy, 22163 Main Street, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. She spoke against the apartments; and said she loves the area and did not want it compromised.
- 4) Henry Crawford, Pastor of church on 409 S. Ingleside Street, addressed the City Council regarding a City petition for infrastructure issues in that area. He said the church raised the parking lot and it still floods. He was told HUD money was available, but nothing was done.
- 5) Margaret Cadden, 129 Sandy Ford, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. She said to remember everyone who has spoken and does not want this project behind Publix. Ms. Cadden said during the election the campaign was to keep growth at a minimum.
- 6) Lee Frailie, 123 North Circle, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He commented the apartments behind Publix is just a bad idea, the location will endanger Fly Creek; and there will be traffic issues.
- 7) Dr. John Meyer, 126 Easton Circle, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He stated you pledged to listen and work with citizens of Fairhope; and their wishes is no more building. He mentioned the tree lights corrected by Sherry Sullivan; and the Library Board to remain as is. Dr. Meyer requested for the City Council and Mayor to keep civil and that good leadership is collaborative and cognitive.
- 8) Shelly Jenkins, 398 South Ingleside, addressed the City Council and stated the City is unfair to the Black Community; and requested them to do the right thing.
- 9) Frank Wickline, 460 Clubhouse in Rock Creek, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. Mr. Wickline said he was opposed to the development and there is not support by the Community. He said the purpose for the development is to make money.
- 10) Adam Milam, 116 Pecan Avenue, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He went over the issues facing the City on April 10, 2017: if lawsuit goes forward there are claims for damages; and if sunset clause is not extended, the lawsuit ends. The decision here is to extend or not to extend the Sunset Clause; and the Council has the power and decision.

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- 11) A member of the Community addressed the City Council, on behalf of the Horn family, on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He did not know about the apartments until tonight, but the “Horn Family”, Richard Horn and Hattie Horn, owned that property years ago, and sold for \$250,000.00; and he only received \$1,500.00 out of sell.
- 12) Bob Wills, 602 East 6th Street, Bay Minette, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. He thanked the City Council for reviewing Subdivision Regulations and Ordinances. Mr. Wills said that he represented Corte and Speed; and appreciates the City Council considering the extension.
- 13) Judy Bond, 213 South Drive, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. She mentioned the schools, hospital improvements, and infrastructure needs with 900 homes being proposed in Daphne and the apartments in Fairhope. She questioned if the City requested the developer to help with possible give backs.
- 14) Maggie Mosteller, 207 South Mobile, addressed the City Council on Agenda Item Number 6: an Ordinance to amend Ordinance No. 1572 the Fly Creek PUD Sunset Provision. Ms. Mosteller said she appreciates each one of them; and asked that the hiring freeze be lifted and why would the City Council add burden to subdivisions.
- 15) Johnny Chaney, 598 Middle Street, addressed the City Council regarding the Boys and Girls Club which was given to the Black Community years ago.
- 16) Charlene Jenkins addressed the City Council again and asked them would you live where we live and go through this.

Councilmember Conyers announced that Jay Robinson and his wife Alex welcomed Greer Elizabeth Robinson five minutes before the meeting; and she weighed six pounds five ounces. He mentioned the Fairhope High School Black Box Theatre presenting “Les Miserables”, Bay Shore Christian Theatre Club with “The Wizard of Oz”, Eastern Shore Repertory Theatre on the Bluff with “The Little Mermaid”, and Fairhope High School Theatre with Shakespeare under the Stars with “The Tempest”. He stated that the Library was not being included as part of the City.

Councilmember Boone mentioned the Harbor Board working on lease preparation; and he attended the Special Olympics for the fourth year which is dear to his heart. He said these kids and volunteers show a tremendous spirit of life.

Council President Burrell commented about the Fly Creek PUD being added; and this decision was not sole by me. He said we have had many sessions with our attorneys considering this. There is misinformation out on social media; and I am just doing my job to the best of my ability.

27 March 2017

A Public Hearing was held as advertised on the request for a Lounge Liquor License by Christopher R. Capps, CYC Enterprises, Inc., d/b/a Plow, located at 96 Plantation Pointe, Fairhope, Alabama. The public hearing was opened at 6:54 p.m. No one present opposed the proposed Lounge Liquor License the Public Hearing closed at 6:54 p.m. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing an Ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Due to lack of a motion for immediate consideration, this ordinance will layover until the April 10, 2017 City Council meeting.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2700-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.

Adopted on this 27th day of March, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

27 March 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Tree Trimming Services 2017 (Bid No. 011-17) with the total bid proposal of \$173.28 Unit Hourly Billing. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2701-17**

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

[1] That the City of Fairhope did request, receive, and open bids for Tree Trimming Services 2017 (Bid Number 011-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Tree Trimming Services 2017

[3] After evaluating the bid proposals with the required bid specifications, Burford's Tree, Inc., with the total bid proposal of \$173.28 Unit Hourly Billing, is now awarded the bid for Tree Trimming Services 2017.

Adopted on this 27th day of March, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk



27 March 2017

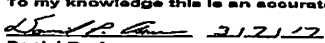
CITY OF FAIRHOPE  
 BID TABULATION and Recommendation  
 BID NUMBER: 011-17  
 BID NAME: TREE TRIMMING SERVICES 2017  
 OPENED: March 7 2017, 9:00 a.m.

VENDOR	Non-Collusion/ Proposal Executed /Signed / Notarized	Instructions /Specification Compliance (two crawls)	Bid Bond	State Contractor License	Addendum # 1 & 2 signed
<b>BURFORD'S TREE INC.</b>	YES	YES	YES	20672	YES
<b>LABOR</b>					
	Hourly Billing	Extended Hourly Billing Rate			
Crew 1--Foreman/Trimmer (1)	\$25.00	\$37.60			
Ground man (1)	\$16.00	\$24.00			
Crew 2--Bucket Operator/Trimmer (1)	\$21.00	\$31.60			
Ground man (1)	\$16.00	\$24.00			
Knuckleboom Operator (1)	\$21.00	\$31.60			
<b>EQUIPMENT</b>					
	Hourly Billing	Extended Hourly Billing Rate**			
Aerial Squirt Boom, 2WD, >38'	\$10.00	\$10.00			
Aerial Lift, 2WD, >52'	\$14.00	\$14.00			
Aerial Lift 2WD, >75' Elevator	\$17.00	\$17.00			
Chipper, Disc	\$3.00	\$3.00			
Power Saw	\$0.00	\$0.00			
Brush Saw	\$0.00	\$0.00			
Telescoping Power Saw-20 feet	\$0.00	\$0.00			
Loader Truck, Knuckle Boom	\$29.78	\$29.78			
Total of 1 Unit of Each Total	\$173.28	\$222.78			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
**Left blank but confirmed with vendor					
<b>ASPLUNDH TREE EXPERT COMPANY</b>	YES	YES	YES	12871	YES
<b>LABOR</b>					
	Hourly Billing	Extended Hourly Billing Rate			
Crew 1--Foreman/Trimmer (1)	\$32.40	\$48.60			
Ground man (1)	\$26.71	\$38.57			
Crew 2--Bucket Operator/Trimmer (1)	\$30.51	\$45.22			
Ground man (1)	\$25.71	\$38.57			
Knuckleboom Operator (1)	\$30.51	\$45.22			

	Hourly Billing	Extended Hourly Billing Rate			
<b>EQUIPMENT</b>					
Aerial Squirt Boom, 2WD, >38'	NA	NA			
Aerial Lift, 2WD, >52'	\$16.64	\$16.64			
Aerial Lift 2WD, >75' Elevator	\$25.64	\$25.64			
Chipper, Disc	\$4.66	\$4.66			
Power Saw	\$0.81	\$0.81			
Brush Saw	\$0.81	\$0.81			
Telescoping Power Saw-20 feet	NA	NA			
Loader Truck, Knuckle Boom	\$48.32	\$48.32			
Total 1 Unit of Each Total	\$242.22	\$314.96			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
<b>SPOTSWOOD TREE SERVICE</b>	NO RESPONSE				
<b>TFR ENTERPRISES, INC.</b>	NO RESPONSE				
<b>A ARBORIST ON BOARD TREE SERVICE</b>	NO RESPONSE				
<b>TREE KING TREE SERVICE</b>	NO RESPONSE				
<b>JUBILEE LANDSCAPE, Inc</b>	NO RESPONSE				
<b>CROWDER-GULF</b>	NO RESPONSE				
<b>CHANCELLOR CONSTRUCTION INC.</b>	NO RESPONSE				
<b>W.A.KENDALL &amp; CO INC</b>	NO RESPONSE				

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

  
 Jimmy Cluster  
 Superintendent Electric Department

To my knowledge this is an accurate tabulation  
  
 Daniel P. Arnes  
 Purchasing Manager

27 March 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Battles Trace at the Colony, Phase 3 for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher's Retirement System of Alabama. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 2702-17**

**WHEREAS**, the Owners of Battles Trace at the Colony, Phase 3 desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2585-A, 2585-B, and 2585-C accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Water and Sewer Superintendent has indicated that the improvements meet City requirements, and;

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Battles Trace at the Colony, Phase 3, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Battles Trace at the Colony, Phase 3 are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher's Retirement System of Alabama (the "Subdivider").

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

Adopted, this 27th day of March, 2017

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

Attest:

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

27 March 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Azalea at the Colony for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher's Retirement System of Alabama. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 2703-17**

**WHEREAS**, the Owners of Azalea at the Colony desire to have all public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2585-D and 2585-E, accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Water and Sewer Superintendent has indicated that the improvements meet City requirements, and;

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

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

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

Adopted, this 27th day of March, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

27 March 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a fuel management system, for the Public Works and Golf Departments in the amount of Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), and the requested fuel management system is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The motion was seconded by Councilmember Conyers. Purchasing Manager Dan Ames explained the system for fuel and fleet management. He commented that a neighboring City saved 50 percent in two months. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 2704-17**

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

[1] That the City of Fairhope has voted to purchase a Fuel Management System for the Public Works and Golf Departments in the amount of Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), and the requested fuel management system is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process.

Adopted on this 27th day of March, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone 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 receiving bids and being sold to the highest bidder. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

27 March 2017

**RESOLUTION NO. 2705-17**

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 receiving bids for such property. 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.

ADOPTED AND APPROVED THIS 27TH DAY OF MARCH, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

27 March 2017

## City of Fairhope Surplus Items

List of City of Fairhope Surplus Vehicles/Equipment... for Auction

Item 1P/W – John Deere (Gator)

Hrs. 3341 Has not ran 1 1/2 years

Item 2P/W - John Deere Mower (Diesel)

1435 Series 2 (4WD)

Item 3RES – 1997 Yamaha Golf Cart

S/M JN8-F4236-10

Item 4P/D – 2008 Ford Crown Victoria

Vin. 2FAFP71V58X161584

Miles 100,000+ Bad Motor

Item 5 P/D– 2007 Ford Crown Victoria

Vin. 2FAFP1W87X134466

Miles 100,000+ Bad Motor (Parts)

Item 6 Water– 2003 Ford F250 (Gas) 5.4L

Vin. 1FDNX20L13ED58606

Miles 200,000 + Bad Motor

Item 7Meter – 2005 Chev. Colorado

Vin. 1GCCS148958173232

Miles 136000 + Motor Trouble

Item 8P/Z – 2000 Chev. Malibu

Vin. 1G1ND52J5Y6150278

Bad Transmission

Miles 100,000+

Item 9Mech –VBM Automotive Lift

#9000 LBS.

S/N 271764

Item 10P/W –7-4inch and 10 12inch and 20 Flex Form Boards concrete

27 March 2017

- Item 11P/D – 2006 Ford Crown Victoria  
Vin. 2FAP71W06X165533  
Miles 157000+ (Parts)
- Item 12P/W- 1991 Ford F250 Van  
Vin. 1FTHE2SH4MHA49403  
Miles 87323 Bad Motor
- Item 13Elec- 1983 Generator 200KW  
Hrs. 8620 Has not ran in 2 tears
- Item 14Gas-2005 Ditch Witch  
S/N 5Z0210  
Model RT55
- Item 15P/W-1981 Chev. Kodak  
Vin. 1GM7D1Y6BV1211490  
Miles 100.000+  
Cat 3208 210 HP Diesel
- Item 16F/D–1984 Ford F350 Gas  
Vin. 2FDKF37L3ECA10395  
Miles 100.000+ Bad Motor
- Item 17P/W-1997 Ford F150 Pickup  
Vin.1FTDF17WIVNC45044  
Miles 100.000+ Bad Motor
- Item 18P/W -1992 GMC ½ ton Pickup  
Vin. 1GTDC14Z6NE505977  
Miles 100.000+ Bad Motor
- Item 19P/D- 2009 Ford Crown Victoria  
Vin. 2FAHP71V19X143349  
Miles 144.000 + Bad Motor
- Item 20P/W- 1995 Ford F800  
Vin. 1FDYF80E0SVA50426  
Miles 118.000 + Bad Motor
- Item 21P/W- 2006 International 4200 Model VT365  
Vin. 1THMPAFL97H491428  
Miles 100.000 + Bad Motor

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- Item 22P/W-1999 GMC Savana 3500 Van  
Vin. 1GJHG39R9X1149442  
Miles 100.000 + Bad Motor
- Item 23- John Deere Tractor  
S/N 5248651  
Hrs. 838.6 New Meter
- Item 24P/W- 1991 Ford F150 ¼ Ton Pickup  
Vin. 1FTDF15N3M1XA07060  
Miles 100.000 + Bad Motor
- Item 25P/W-2009 International 433 M7  
Vin. 1HTJTSKL99H056275  
Miles 100.000 + Bad Motor
- Item 26P/W-2008 International 7400  
Vin. 1HTWCAAR48J038943  
Miles 100.000 + Bad Motor
- Item 27P/W- Caterpillar Tractor Model 416B  
S/N 85G001027  
Hrs. 8847.3 new meter
- Item 28P/W- 2012 John Deere Mower  
S/N 1TC7295XKCT240091  
Series 2 4WD Diesel
- Item 29Rec. -Kubota Mower  
S/N 19965  
Model RCK72P-28Z
- Item 30Mech.- Onan Generator 3 Faze  
S/N C372432643  
100-ODYD-15/11-99A Hrs. 974.7
- Item 31Mech.- 1981 Fork Lift GNS  
S/N 126555 6000 lbs.  
Model- ACP60H2PS Hrs. 4968.3
- Item 32Gas- 2003 Vermeer 5750 With Trailer  
S/N 1VRM0822831001164  
Combo Unit



27 March 2017

- Item 33Golf- 1993 Chev. ½ Ton Pickup  
Vin. 1GCDC14Z9PE138155  
Miles 100.000 + Not Ran in a Year
- Item 34Golf- John Deere Mower 72 inch Cut  
S/N TC0777CO20142  
Model 777
- Item 35Golf- Kubota Mower 72 inch Cut  
S/N 81619  
Model F-2560 Hrs. 1664.8
- Item 36Golf- Jacobsen Mower  
S/N 67866-00002622  
Model 3800 Hrs. 1426.0
- Item 37 Golf- Jacobsen Mower (parts)  
S/N 67866-00002621  
Hrs. 1538.5
- Item 38Golf- Turfco Workman (parks)  
S/N 0720080112  
Model 3200 Hrs. 2788.7
- Item 39Golf- Jacobsen Mower (parts)  
S/N 62288-00003081
- Item 40Golf- Jacobsen Mower (parts)  
S/N 62288-00003085
- Item 41Golf- Top Dresser  
S/N 854115-882123
- Item 42 Golf- 2055 Tiger Star  
Vin. LSCAB10023A046344  
Miles 110.000 not ran in a year
- Item 43Golf- Jacobsen Reel-mower  
S/N 46701886
- Item 44Golf- Ford Tractor  
S/N 525714  
Model BA414C

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- Item 45 Golf- Ford Tractor  
S/N 00665074  
Model Ea2540
- Item 46 Gas – Brake Lathe  
S/N 6316-869  
Model 4000
- Item 47 Gas – Wheel Hand Winona Van Norman M3000  
S/N 129-593  
Model 865350
- Item 48 Gas- 1993 Ford F800 Diesel  
Vin. 1FDWK8434PVA41068  
Miles 56022
- Item 49- 4 Pallets of Computers, Fax, Consoles, parts
- Item 50- 1 Pallet of Tires
- Item 51- 5 Pallets of auto Parts
- Item 52 - Branick Brake Bleeder  
Model G300
- Item 53 - Police Department- Holster, Belts, Signal, Boot Rack, Field Packs, Maglite, Dump  
Pouch, Flight Gloves, Vest, Coverall, Small Arms Vest, Vehicle Inspection System,  
Sink.
- Item 54- Camera Equipment
- Item 55 – Gas Department Wire, Vice, Cutters
- Item 56 - Clark, Burnisher  
Model 2000 Floor Striper
- Item 58- Wall Partition and Bookshelf
- Item 59 – 3 Trailer Hitch's
- Item 60 – 4 Computer rack's

27 March 2017

- Item 61- Kawasaki Pump  
S/N F3170D-Bn22 Don't run
- Item 62- Hotsy Pump  
S/N 3456  
Model GX 160 Don't run
- Item 63- 3 Boxes of drill bits
- Item 64- 1 box if files
- Item 65- 1- 29 draw nut and bolt box
- Item 66- Wood cabinet 2ft x 5ft x 6ft
- Item 67- 1-12ft wooden shelf
- Item 68- 1-8ft wooden shelf with 15 shelf
- Item 69- 1 S/S 8ft 4 door Refrigerator has been used for 2 years
- Item 70- Welder Systematics  
S/N MIG250SM
- Item71- Pallet of Hydraulic Cylinder
- Item72- 2003 Generator 3KW  
S/N KA68- 06485  
Hrs. 258
- Item73- 1975 DUAA 50ft trailer  
Model MR25430C50  
S/N 130433
- Item74- AMSUSA 22ft. Trailer
- Item 75- 45 Used Stackable Chairs

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Maintenance of Elevators (4) City Wide – 2017 (Bid No. 012-17) with the total bid proposal of \$450.00 per Month. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

27 March 2017

**RESOLUTION NO. 2706-17**

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

[1] That the City of Fairhope did request, receive, and open bids for Maintenance of Elevators (4) City Wide - 2017 (Bid Number 012-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Maintenance of Elevators (4) City Wide – 2017

[3] After evaluating the bid proposals with the required bid specifications, Mowrey Elevator Company of Florida, Inc., with the total bid proposal of \$450.00 per Month, is now awarded the bid for Maintenance of Elevators (4) City Wide - 2017.

Adopted on this 27th day of March, 2017

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

Attest:

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

\*

\*

27 March 2017

**CITY OF FAIRHOPE**

**BID TAB and Recommendation**

**BID NO: 012-17**

**BID NAME: CITYWIDE ELEVATOR MAINTENANCE 2017**

**BID OPENED: MARCH 8, 2017 at 9:00 A.M.**

**Note: Bid Bond 5% (not required on less than \$10,000)**

VENDOR	Bid Proposal Executed / Signed / Notarized	Addenda 1,2,3 signed	Maintenance Service per month	Bid Bond	Per Hour Rate	Other Work Helper	Other Work Technician	Other Work Supervisor
<b>MOWREY ELEVATOR COMPANY OF FLORIDA, INC</b>	yes	yes						
Fairhope LIBRARY, 501 Fairhope Av			\$100.00		Standard rate	\$50.00	\$150.00	\$150.00
Fairhope MUSEUM, 24 N. Section St			\$125.00		Overtime	\$75.00	\$200.00	\$200.00
Fairhope REC CENTER, 803 Greeno Road			\$100.00		Sundays/Holidays	\$75.00	\$200.00	\$200.00
Fairhope PARKING DECK, 8 S Church St			\$125.00					
Total			\$450.00					
<b>Foundation to Roof Repair Inc. dba EDCO SERVICES</b>	yes	yes						
Fairhope LIBRARY, 501 Fairhope Av			\$150.00		Standard rate	\$90.00	\$120.00	\$135.00
Fairhope MUSEUM, 24 N. Section St			\$120.00		Overtime	\$135.00	\$180.00	\$202.50
Fairhope REC CENTER, 803 Greeno Road			\$150.00		Sundays/Holidays	\$135.00	\$180.00	\$202.50
Fairhope PARKING DECK, 8 S Church St			\$180.00					
Total			\$610.00					
<b>OTIS ELEVATOR COMPANY</b>	NO BID							
<b>BAGBY ELEVATOR COMPANY</b>	NO BID							
<b>SCHINDLER ELEVATOR CORPORATION</b>	NO BID							
<b>ENGINEERED COOLING SERVICES</b>	No Response							
<b>SYCAMORE INC.</b>	No Response							
<b>THYSSENKRUPP</b>	No Response							
<b>RAY STRING ELEVATOR, LLC</b>	No Response							
<b>DIVERSIFIED ELEVATOR SERVICE &amp; EQUIPMENT CO. INC.</b>	No Response							
<b>MCDONOUGH CONSTRUCTION RENTALS, INC.</b>	No Response							
<b>KONE, INC</b>	No Response							

Recommendation: Award to lowest bidder, Mowrey Elevator Company of Florida, Inc in the amount listed on the Bid Response Form.

  
 Lance Cabanis, Building Maintenance Technician 3/14/17

To my knowledge this is an accurate Bid Tabulation.

  
 Dan Amos, Purchasing Manager 3/14/17

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Approve the procurement of Flower Plantings for Remainder of Fiscal Year 2017 for the Public Works Department. The total cost is \$90,181.79. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

27 March 2017

**RESOLUTION NO. 2707-17**

**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 Flower Plantings for Remainder of Fiscal Year 2017 for the Public Works Department. The total cost is \$90,181.79.

[2] That this procurement is allowed pursuant to Resolution No. 1650-10 adopted in May 2010 that declares flowers as Unique "Like Items" and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. (None of the designated "like item" flora exceed the \$15,000.00 bid limit).

Adopted on this 27th day of March, 2017

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

Attest:

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Professional Architectural Services for (Project No. PW007-17) Repairs to Library Structure 2017 for RFQ No. PS016-17 with a not-to-exceed amount of \$49,631.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 2708-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Professional Architectural Services for (Project No. PW007-17) Repairs to Library Structure 2017 for RFQ No. PS016-17 with a not-to-exceed amount of \$49,631.00.

DULY ADOPTED THIS 27TH DAY OF MARCH, 2017

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

Attest:

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

27 March 2017

Councilmember Boone moved to grant the request of Fairhope Arts and Crafts Festival Committee and Foundation requesting permission to block streets for their Annual Arts and Crafts Festival on March 16, 17, and 18, 2018; “No Parking After 5:00 p.m.” signs be placed on Thursday morning on March 15th; and adequate City personnel to provide for a successful Festival. The motion was seconded by Councilmember. Council President Burrell said he spoke with Ms. Botop regarding a Committee to look at using right-of-ways, sidewalks; and to educate the dos and don’ts. After further discussion, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of Kate Fisher, Eastern Shore Art Association, Inc., requesting approval of a Fundraising Dinner on April 27, 2017 for street closures – Oak Street between Section and Bancroft; from 6:00 p.m. to 11:00 p.m. and use of barricades; alcohol will only be served inside the building pursuant to ABC rules. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Sharon Dearing for the Eastern Shore Art Association, Inc., for “Puttin’ on the Gritz,” a fundraising dinner to help the art center with its education programs, exhibits, and public art projects, located at 401 Oak Street, Fairhope, Alabama on April 27, 2017 from 6:00 p.m. to 11:00 p.m. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers to grant the request of Elizabeth Stone, Fairhope Rotary Club Foundation, requesting approval of Rotary Steak Cook-Off on May 12, 2017 for street closures Bancroft between Fairhope Avenue and Morphy; and Johnson Street between Section and Bancroft; from 3:00 p.m. to 11:30 p.m.; and approval to allow alcohol on City streets. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Chad Clark for The Fairhope Rotary Club Foundation, for the Annual Steak Cook-Off located on Bancroft Street at Fairhope Avenue to Morphy Street, Fairhope, Alabama on May 12, 2017 from 3:00 p.m. to 11:30 p.m. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by John Matus, Jr. for Point Clear Rotary Club, Inc., for the 2017 Taste of Rotary located at 161 North Section Street, Fairhope, Alabama on April 18, 2017 from 6:00 p.m. to 10:00 p.m. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

27 March 2017

Councilmember Conyers moved to grant the request of Rickie Richey, Lower Alabama Multisport, Inc. for the Jubilee Kids Triathlon, requesting permission to block streets (S. Mobile Street and N. Beach Road); use the Park on the South end of the Pier; and use of barricades for the Jubilee Kids' Triathlon on June 4, 2017 from 7:00 a.m. to 10:00 a.m. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Boone moved to appoint Nicole Love to the Environmental Advisory Board for a 4-year term which will expire March 2021. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone moved to appoint Douglas "Barney" Cazort to the Personnel Board for a 5-year term which will expire December 2022. The motion was seconded by Councilmember Conyers. Diane Thomas and Lorenzo Howard from the Personnel Board introduced Barney Cazort and recommended his appointment. Mr. Cazort said he moved here in 2008 after he retired; and has published several books. One of the books mentioned is "Under the Grammar Hammer: The 25 Most Important Mistakes and how to Avoid Them." After further discussion, motion passed unanimously by voice vote.

Council President Burrell commented the Airport Authority unanimously voted to keep Pam Caudill and Vince Booth. Councilmember Conyers brought up a compromise: one nominee of the Mayors and one of the incumbents. He said this will get old coming up every two weeks. Council President Burrell commented no one should either of you unethical; you are good people. Mayor Wilson said the Mayor appoints and the Council adopts.

Councilmember Conyers moved to appoint Blake Waller to the Airport Authority for a 6-year term which will expire March 2023. Motion failed for lack of a Second.

Councilmember Conyers moved to appoint Kristine Kiernan to the Airport Authority for a 6-year term which will expire March 2023. Motion failed for lack of a Second.

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

- 1) Kelly Eby, Chariot Avenue, addressed the City Council and stated that the Mayor was called out and that the Council President owed the Mayor and citizens an apology. She mentioned a compromise was made, but no one approved it. Councilmember Boone replied there is no compromise on the agenda tonight.



27 March 2017

- 2) Ed Hall, employee for the City, mentioned he had missed the deadline to add another item to the surplus list and requested that 45 used stackable chairs be included as Item Number 75. It is a new administration and we should go with the best qualified.

Councilmember Conyers moved to amend the agenda by adding 45 used stackable chairs to Agenda Item Number 12. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved that the 45 used stackable chairs are not needed for public or municipal purposes and are hereby declared surplus. This item will be added to the approved list as Item Number 75 and sold with the other items on Gov.deals. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers 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 7:25 p.m.

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Jack Burrell, Council President

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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.,  
Delchamps Room, 161 North Section Street,  
161 North Section Street, Fairhope, Alabama 36532, on  
Monday, 27 March 2017.

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

Council President Burrell called the meeting to order at 4:34 p.m.

The following topics were discussed:

- The first item on the agenda is the Battles Wharf Area Discussion. Fred Killion, 19313 Scenic Highway 98, addressed the City Council regarding Breland and the possible filling in 10.5 acres of wetlands. He said his concern was the Supreme Court may have reversed decision. Mr. Killion outlined the history of the case, passed out a report and documents, and explained pictures in the report. He stated Baldwin County and the City of Fairhope objected to the filling of wetlands; and sent letter to the Corps of Engineers of this fact. Mr. Killion stated the permit issued must comply to the following: mitigation credits purchased and put 30 some acres under a Conservation Easement. The third condition was to get local permission from both the County and the City. Mr. Killion stated time is barred by the 2-year statute of limitations; and Breland has not met the conditions. Council President Burrell thanked Mr. Killion and said we want best for Fairhope. (A copy of the “Documents” are on file in the City Clerk’s office).
- Budget discussions was next on the agenda. Councilmember Conyers commented the Library being part of the City is not in this budget. He suggested getting the Personnel Board to approve the salaries and new jobs. Council President Burrell stated that new job descriptions are reviewed by the Personnel Board and a recommendation to the City Council is given. The City Council questioned the 34 new positions: 5 newly created vacancies, 29 new vacancies, 21 current vacancies, and 3 retirees. Council President Burrell stated we need to spend more time on this issue.

The other items with budget questions were the Airport Appropriation, Capital Upgrades for Utilities, MUNIS system; and the Library. Mayor Wilson said the Library is not in the budget and was just an idea for savings; and the budget, as a whole, must be looked at not just sections. Council President Burrell said the Library should remain as a separate entity. Councilmember Boone reiterated the Library should be kept a separate Board. Finance Jill Cabaniss commented on the percentages she prepared and gave examples. Mayor Wilson commented these could be changed and we were being conservative. Council President Burrell stated we project low on revenues and higher on expenses; and Capital Upgrades should be with a strategic plan spread over 5 to 6 years.

Council President Burrell commented he disagrees with the Operations Director to do all upgrades at one time. Councilmember Boone said it will take a year to get a transformer; and we should budget a portion for it this year and a portion for it next year. Councilmember Boone stated he requested our attorneys to notify the entities to get equipment off the tank to allow the City to paint. Council President Burrell requested a 5-year or 6-year plan put together by the Operations Director for the Utilities' needs.

Council President Burrell stated he would like to give the employees a 2 percent cost of living raise for full-time employees who have worked for the City more than 6 months.; and to offset the raise by an increase of .008 percent in Electrical, Water, and Sewer rates. Mayor Wilson replied a cost of living raise is for everyone, even the ones that do not earn this; and said a merit raise is more fair and paid better for performance and goals. Councilmember Boone commented he was not for doing a cost of living raise every year, but we should do this year because the employees were promised. Mayor Wilson said that the rate increases would be based on infrastructure needs. Councilmember Conyers commented you both have good ideas for employees; the cost of living raise was discussed 6 months ago, and he agrees with this now; and the merit based raise is good for long-term and more fair.

Council President Burrell brought up the Public Works Director position and job description; and he would like a recommendation from the Personnel Board. He said the previous position had a high end around \$94,000.00; and this new position has a minimum pay of \$120,000.00 to a maximum of \$184,000.00. Mayor Wilson commented the City Council will have to decide what range and if you want to continue with the Comp Study. She said the job description requires an Engineer Degree and storm water management experience.

Council President Burrell brought up the medical insurance with savings being mentioned; and said the City Council and City Treasurer need to be in this decision.

Councilmember Conyers questioned if those two positions which require an Engineering Degree would eliminate needing engineers on staff. Mayor Wilson replied it will help with engineer needs and will eliminate need for staff engineer.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:50 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 27 March 2017.

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

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

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Jack Burrell, Council President

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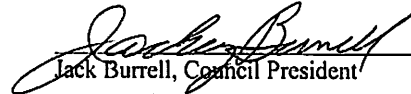
Lisa A. Hanks, MMC  
City Clerk

5 April 2017

NOTICE AND CALL OF SPECIAL MEETING

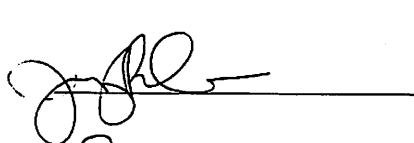

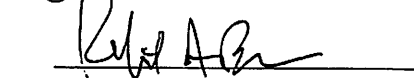
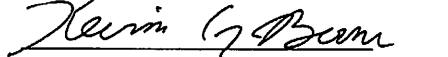
Notice is hereby given of a special meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Monday, 05 April 2017, at 12:00 p.m., for the purpose to:

- ❖ Discuss Budget
- ❖ Discuss the position of Public Works Director

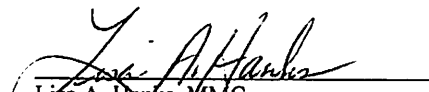
  
Jack Burrell, Council President

CONSENT TO HOLDING OF MEETING

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

Attest:

  
Lisa A. Hanks, MMC  
City Clerk

5 April 2017

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )(

The City Council, City of Fairhope, met in special session at 12:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 5 April 2017.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited.

Council President Burrell announced that the Special Meeting was called for two specific items: to discuss the Budget and to discuss the position of Public Works Director. He asked the City Council if they had an issue with moving the discussion of Public Works Director first; there was no opposition for moving this item. Council President Burrell stated we have several options if Council wishes: approve the amended job description and add to the Compensation Study, add the position to the Budget, and allow this position to be filled and remove it from the hiring freeze.

Councilmember Conyers said he had no opposition to job description with added engineer qualification; and mentioned not head horticulturist. Councilmember Robinson mentioned the organizational chart shows a horticulturist; and asked if this position would be eliminated. Mayor Wilson replied Paul Merchant will have those duties. Councilmember Robinson stated he had concerns because this is an increase of \$20,000.00 to \$30,000.00 for the same job. Councilmember Robinson questioned who was over storm water management before in the City; and said he is worried that we have three of the highest paid positions in Baldwin County over the last four months. He said we are already the benchmark for all Cities. Mayor Wilson said no one was over storm water, we want to be competitive, and only have the best. She commented the salaries are established by the Compensation Study; and the Council looks at job descriptions and pay range.

Councilmember Robinson also asked who sets the salary for positions. Council President Burrell commented the Council allows Mayor to have leeway to set the salary based on the set pay grade. Councilmember Robinson stated he still has reservations to increase the pay grade and range. Council President Burrell said this is no small position and is hesitant with the pay.

5 April 2017

Councilmember Brown moved to amend the agenda by adding the following items **not** printed on the agenda: a Resolution that the Job Description and Pay Grade for Public Works Director Position be amended and approved in the Compensation and Job Classification Plan; and a Resolution that the Governing Body hereby expressly excludes from the hiring freeze and authorizes filling the following position: Authorized full time Public Works Director. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Job Description and Pay Grade for Public Works Director Position be amended and approved in the Compensation and Job Classification Plan. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2709-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Job Description and Pay Grade for Public Works Director Position be amended and approved in the Compensation and Job Classification Plan.

ADOPTED THIS 5TH DAY OF APRIL, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body hereby expressly excludes from the hiring freeze and authorizes filling the following position: Authorized full time Public Works Director. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Councilmember Boone gave recognition to Human Resources Director Pandora Heathcoe for reaching out to other Cities and did a great job. Council President Burrell thanked Ms. Heathcoe for doing a great job by comparing apples to apples; and was glad the engineering degree is required.

5 April 2017

**RESOLUTION NO. 2710-17**

**WHEREAS**, the City Council adopted Resolution No. 2690-17 which placed a temporary hiring freeze on authorized positions, open, unaccepted or vacated as of February 27, 2017; and

**WHEREAS**, the Governing Body have excluded from the hiring freeze the authorized full time Police Officer, authorized full time Building Inspector, authorized part time and seasonal workers, and authorized full time City Planner; and

**WHEREAS**, the Governing Body needs to add one additional position to the exclusions for an Authorized full time Public Works Director.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, the Governing Body hereby expressly excludes from the hiring freeze and authorizes filling the following position: Authorized full time Public Works Director.

Adopted on this 5th day of April, 2017

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

Attest:

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

Mayor Wilson asked Finance Director Jill Cabaniss to go over the Personnel Recap she had prepared. Mayor Wilson commented this budget is just a snapshot and we will review it quarterly. She said personnel positions will not happen overnight, goals will be put in place immediately, and a two percent cost of living raise would take away from the bucket for merit raises and should not be a precedence. Mayor Wilson said the utility customers want tax dollars used for operational and infrastructure needs. Council President Burrell replied the employees are better off with a one percent raise than none; and explained the .008 percent rate increase. He said we owe it to our employees. Councilmember Conyers said a merit based raise is a good idea; but employees have issues not being treated fair.



5 April 2017

Personnel Board members Lorenzo Howard and Diane Thomas explained the merit based raise. Mr. Howard said it is rewarding employees based on performance, but still requires a lot of work. Ms. Thomas said they had revised the evaluation form; but this will be a big undertaking for the City based on goals and objectives. Both said there will be a need for intensive training for Department Heads.

Council President Burrell commented we paid off \$4.0 million dollars yet we had a \$4.0 million deficit; and Mayor Kant's budget was only a proposal. He brought up Ordinance No. 1520 which allocates the City's Sales and Use Taxes; and the Labor Cost Adjustment for each Utility. Council President Burrell said this revenue has not been allocated pursuant to the ordinance which is approximately \$1.9 million. He explained the percentage for each allocation; and the fund it is to be put in.

Councilmember Brown handed out three spreadsheets he had prepared regarding the proposed budget. He said these are just a snapshot which includes the entire year without the labor burden or part-time positions. He stated the budget should reflect infrastructure needs and a strategic plan. Council President Burrell referred to his color-coded handout which showed the 34 new bodies being proposed in the budget. He said this would be a \$770,000.00 deficit right now without a full year; and this is not sustainable. Councilmember Conyers said he had met with Ms. Cabaniss and with a full year it would be around \$1.3 million. Council President Burrell commented this is slightly under a 10 percent increase for the proposed personnel budget.

Councilmembers stated concerns how to work debt reduction into budget; and ways to fund capital improvements and/or debt reduction. Council President Burrell stated we need to budget for \$1.0 million to paint a water tower and suggested banking half this year and half in the next fiscal year.

Councilmember Conyers suggested to budget a specific dollar amount for salaries and to prioritize which ones we need right now. Council President Burrell commented that 95 percent of the budget is already set. Councilmember Brown said we need a way to get the budget passed. Councilmember Boone said he needed time to review all the documents we just received before making any comments.

Council President Burrell commented he wants to get with Ms. Cabaniss and Councilmember Brown to get some of these issues narrowed down. He said the "Triangle" property will be paid up in 2018; and possibly put debt reduction toward capital improvements for a specified time. Mayor Wilson suggested looking at both: borrowing money for capital improvements now or put toward debt reduction toward capital improvements. Council President Burrell commented in the past four years the City reduced debt by \$16.0 million. Councilmember Boone said we need to start on the capital improvements or we will see some problems; i.e. transformers for the Electric Department.

5 April 2017

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

There being no further business to come before the City Council, the meeting was duly adjourned at 1:35 p.m.

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Kevin Boone,  
Acting Council President Pro Tempore

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1572:  
FLY CREEK PUD SUNSET PROVISION**

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

**WHEREAS**, Section 3(a) of Ordinance 1572 contains a sunset provision requiring the developer to apply for a building permit within one year from City Council approval of Ordinance 1572 which the City Council construes and shall mean one year from the effective date of Ordinance 1572, which was April 27, 2016;

Upon City Council approval, Paragraph 3(a) of Ordinance No. 1572 is repealed in its entirety and replaced by the following in lieu thereof:

**3. That**, Lot 6B (the apartment site) and associated road work of the Fly Creek PUD is subject to the following self-imposed condition by Developer:

- a. Following the expiration of the current moratorium, the developer is required to make application to the Planning Commission for Multiple Occupancy Project site plan approval as soon as is practicable. If the developer has not applied for a building permit for the project on or before 120 days following approval by the Fairhope Planning Commission of the Multiple Occupancy Project site plan, then the ordinance amendment will terminate, and the property will revert back to being governed by the existing PUD ordinance. If the Multiple Occupancy Project site plan is denied, the property will revert back to being governed by the existing PUD ordinance. If the moratorium on subdivision applications is extended beyond its current time limit or if another moratorium on subdivision applications is enacted, this project shall be exempt from any such moratorium.

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

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

ADOPTED THIS 10TH DAY OF APRIL, 2017

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

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1572:  
FLY CREEK PUD SUNSET PROVISION**

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

Paragraph 3(a) of Ordinance No. 1572 is hereby repealed in its entirety and replaced by the following in lieu thereof:

**3. That**, Lot 6B (the apartment site) and associated road work of the Fly Creek PUD is subject to the following self-imposed condition by Developer:

- a. Following the expiration of the current moratorium, the developer is required to make application to the Planning Commission for Multiple Occupancy Project site plan approval as soon as is practicable. If the developer has not applied for a building permit for the project on or before 120 days following approval by the Fairhope Planning Commission of the Multiple Occupancy Project site plan, then the ordinance amendment will terminate, and the property will revert back to being governed by the existing PUD ordinance. If the Multiple Occupancy Project site plan is denied, the property will revert back to being governed by the existing PUD ordinance. If the moratorium on subdivision applications is extended beyond its current time limit or if another moratorium on subdivision applications is enacted, this project shall be exempt from any such moratorium.

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

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

ADOPTED THIS 10TH DAY OF APRIL, 2017

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

ATTEST:

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

ORDINANCE NO. 1572

Fly Creek – PUD

Page -3-

**Wetlands/Creek Buffer:** 30' to 50' wetlands/creek bank buffer along Fly Creek as indicated on the Site Plan as “Exhibit A” and further detailed in the project narrative attached as “Exhibit B”.

**Setbacks:** As indicated on the Site Plan attached as “Exhibit A” and further detailed in the project narrative attached as “Exhibit B”.

3. **That, Lot 6B (the apartment site) and associated road work of the Fly Creek PUD is subject to the following self-imposed conditions by Developer:**
  - a. **If the developer has not applied for a building permit for the project on or before the date that is one (1) year from City Council approval of the ordinance amendment, then the ordinance amendment will terminate, and the property will revert back to being governed by the existing PUD ordinance.**

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.

Adopted on this 10th day of April, 2017

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date 4/5/2017

Please return this Routing Sheet to Treasurer by

APR 5 '17 AM 11:45  
4/5/2017 *[Signature]*

Project Name: Professional consulting services for South Fairhope Community Action Plan

Project Location: Planning Dept.

Presented to City Council: 4/5/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval: **Cost:** Not to Exceed Amount = See attached fee schedule

**Providers:** MS State University Gulf Coast  
Community Design Studio, Biloxi MS

**Project Engineer:** n/a

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

Department Funding This Project							
General XX	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Golf 50

Expense Code: 001-10-50290 Revenue Code \_\_\_\_\_

Project will be: Expensed xx Capitalized \_\_\_\_\_  
**Project Financed By:**  
 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 \_\_\_\_\_ State  
 \_\_\_\_\_ City

(Over) Under budget amount: \_\_\_\_\_  
**Bond:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Loan:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Capital Lease:** \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

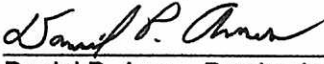
City Council prior approval	_____	Request approved by City Treasurer	<i>[Signature]</i>
Request received by City Treasurer	<u>4/5/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>4/5/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>4/5/17</u>		

Contact Person: Sherry Lea-Botop



## MEMO

To: Deborah Smith, Treasurer

From:   
Daniel P. Ames, Purchasing Manager

Date: April 5, 2017

Re: RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

The City needs to hire a professional firm to provide Engineer of Record services for:

RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

Per our Procedure for Procuring Professional Services, at the request of the Mayor, I routed a short list through you, to the Mayor. The Mayor chose Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS.

**Please move this procurement of professional services forward to the City Council to approve the choice of Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS. RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan and authorize the Mayor to negotiate a fee schedule, establish a not-to-exceed limit, and execute the Contract with that firm.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper





MEMO

To: Deborah Smith, Treasurer  
From: Daniel P. Ames  
Daniel P. Ames, Purchasing Manager

Date: April 5, 2017

Re: RFQ No. PS021-17, Consulting Services for South Fairhope Community Action Plan

The Economic and Community Development Department needs to hire a professional consulting firm for RFQ No. PS021-17, Consulting Services for South Fairhope community Action Plan. Per our Procedure for Procuring Professional Services for Projects Under \$100K, I routed a short list through you, to the Mayor, who chose one firm to receive the RFQ. The RFQ was issued, and responses received and evaluated by two department heads, and myself. The evaluation summary supports our recommending Mississippi State University Gulf Coast Community Design Studio, Biloxi, MS. for this task. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

[Mayor, please initial and date your selection]

DW      4/5/17      Mississippi State University Gulf Coast Community Design Studio  
Biloxi, Mississippi  
Contact: David Perkes  
Phone 228-436-4661

\_\_\_\_\_ / / \_\_\_\_\_ none (send another list)

Cc: file

# GCCDS

Gulf Coast Community Design Studio

Mississippi State University College of Architecture Art & Design

April 5, 2017

Daniel P. Ames  
Purchasing Manager  
P.O. Drawer 429  
555 South Section St.  
Fairhope, AL 36532

RE: RFQ PS021-17 Professional Consulting Services for South Fairhope Community Action Plan  
Project No. ECO001-17 South Fairhope Community Action Plan

Dear Mr. Ames,

The Gulf Coast Community Design Studio submits this Letter of Interest to the City of Fairhope, Alabama in response to the Request for Qualifications for the South Fairhope Community Action Plan. The Gulf Coast Community Design Studio (GCCDS) was established on the Gulf Coast in 2005 to work in communities impacted by Hurricane Katrina and has evolved from disaster recovery to addressing long-term issues of community resilience. Located in Biloxi, Mississippi the GCCDS is a professional outreach arm of Mississippi State University's College of Architecture, Art and Design. The Design Studio operates with a full-time staff of around eight architects, landscape architects, planners and professional interns, always working in close collaboration with multiple non-profit, municipal and professional partners.

The Gulf Coast Community Design Studio is pleased to be considered to work in Fairhope at the beginning of Mayor Wilson's new administration. In our interaction with the community we see people eager to get involved and looking for ways to work together to address community concerns. The Gulf Coast Community Design Studio has many years of experience in community-based design. Before directing the design studio on the coast, I worked for seven years in Jackson, Mississippi as the director of the Jackson Community Design Center. The primary lesson learned from years of working with many municipal and community partners is to listen well, knowing that people in the community have great insight and that planning decisions will prove to be better when done in collaboration with the community.

The proposed Community Action Plan will engage the neighborhoods south and west of Downtown Fairhope. The goal is to have diverse stakeholder participation, however, we will especially work with the African American Community. The objective of the plan is to define priorities and to develop action plans to address the priorities. The priorities will come from the process, however, based on the concerns that have already been expressed in several community meetings, issues to be expected and addressed are -- complaints of stormwater problems, concerns about the impact of new development, questions about annexation, and a general desire for more positive interaction with city leadership. A key event will be a workshop in which community stakeholders who have worked together in the planning process to define priorities will meet with city and county officials and department heads to determine possible ways to address the priorities. In this way the planning work will connect the concerns of the community with local government.

The Gulf Coast Community Design Studio works to engage the public in various ways. Some recent projects that are similar in nature to the South Fairhope Community Action Plan are described below:

Doc. No. PS021

Project No. ECO001-17

Rotten Bayou Watershed Implementation Plan. 2013-2016. Rotten Bayou watershed covers around 22,000 acres spanning parts of Harrison and Hancock County on the Mississippi Gulf Coast. The planning work included multiple workshops and outreach activities to identify community priorities and develop action plans to address land use and stormwater issues that impact the watershed. We estimate that over 600 people participated in the planning process. The project was done in partnership with the Land Trust for the Mississippi Coastal Plain with funding from the Mississippi Department of Environmental Quality. The outcome of the plan are several best management practice activities including stormwater management projects on the Diamondhead Golf Course and improvements to the spillway and outflow steam from the Diamondhead Duck Pond. Outcomes also include changes to development regulations to encourage low-impact development, as well as an action plan, which is being used by a standing watershed steering committee to advance policies and actions identified in the plan and leverage additional funding.

References:

**Judy Steckler, Executive Director**

Land Trust for the Mississippi Coastal Plain  
955-A Howard Ave.  
Biloxi, MS 39533  
228-435-9191

Gulf Coast Sustainable Communities Regional Plan. 2011-2014. The Sustainable Communities Planning work was a three-year consortium of planning and advocacy organizations to create *Plan for Opportunity*, a sustainable regional plan for the Mississippi Gulf Coast supported by HUD's Sustainable Communities Initiative. Partners in the planning work were the Gulf Regional Planning Commission, Southern Mississippi Planning and Development District, Renaissance Corporation, Mississippi Center for Justice, STEPS Coalition, The Ohio State University, and the Kirwan Institute. The role of the Gulf Coast Community Design Studio was the housing component of the plan, integration of the various planning aspects and the community outreach. Hundreds of stakeholders and community members participated in the planning work, which included a survey to help determine the concerns and priorities of the community around sustainability and livability.

References:

**Elaine G. Wilkinson, Executive Director**

Gulf Regional Planning Commission  
1635 Popps Ferry RD, Suite G  
Biloxi, MS 39532  
228-864-1167 x 209 office  
228-380-1096 cell

Soria City Neighborhood Planning. 2010-2011. Soria City is a historic section of Gulfport Mississippi that is predominantly African American. The community has been declining for many years and struggles with unused buildings and vacant property. The Gulf Coast Community Design Studio worked closely with community leaders and residents to identify assets and needs in the community and provide the City of Gulfport with plans for infrastructure improvements. The outcome of the planning work was sidewalk and stormwater improvements; added and repaired streetlights; and identification of sites for potential future housing development.

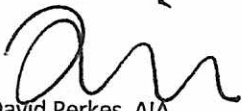
Reference:

**Dr. John Kelly, Chief Administrative Officer**

City of Gulfport  
2309 15th St.  
Gulfport, MS 39501  
228-868-5700

We look forward to working with the community of Fairhope. We have already gotten to know many community members and are impressed with the level of engagement that has already begun. We are committed to assist the community and the City of Fairhope with a plan and outreach activities that will lead to positive changes for all.

Sincerely,

A handwritten signature in black ink, appearing to read 'D Perkes', written in a cursive style.

David Perkes, AIA  
Director, Gulf Coast Community Design Studio

**Statement of Qualifications**

**Gulf Coast Community Design Studio**

**April 5, 2017**

**1. Cover letter and letter of interest attached.**

**2. Name of firm: Mississippi State University Gulf Coast Community Design Studio**

769 Howard Avenue  
Biloxi, MS 39530  
601-259-5616

Primary contact: David Perkes  
601-259-5616  
[dperkes@gccds.msstate.edu](mailto:dperkes@gccds.msstate.edu)

**3. Names, qualifications and experience of principal and key personnel on following pages.**

**Principal: David Perkes, AIA**

**EDUCATION**

Loeb Fellow, Harvard Graduate School of Design, 2003-2004.

Master of Environmental Design, Yale School of Architecture, 1993.

Master of Architecture, University of Utah Graduate School of Architecture, 1985.

Ecole d' Art Americaines, Fountainebleau, France, Summer 1984.

Bachelor of Science in Civil and Environmental Engineering, Utah State University, 1982.

**EMPLOYMENT**

MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN.

Professor, 2012 – Present

Gulf Coast Community Design Studio, Director 2005 to present.

Jackson Community Design Center, Director 1998 to 2005

Associate Professor, 1998 – 2012.

Assistant Professor, 1993 to 1998.

SVIGALS ASSOCIATES ARCHITECTS

New Haven, CT. 1992 - 1993.

TEMPLE UNIVERSITY, DEPARTMENT OF ARCHITECTURE

Adjunct Assistant Professor, 1990-1991.

BLACKNEY-HAYES ARCHITECTS

Philadelphia, PA. 1990 – 1991.

VENTURI, SCOTT BROWN and ASSOCIATES

Philadelphia, PA 1986 – 1990.

WALLACE, ROBERTS and TODD

Philadelphia, PA. 1985 – 1986.

**ARCHITECTURAL REGISTRATION:** Mississippi 1999, Pennsylvania 1990

**FIVE YEAR PROJECT SUMMARY:**

Planning: 11 projects

Building: 7 projects

Infrastructure: 8 projects

Research: 6 projects

Education and Outreach: 9 projects

**Community Planner: Kelsey Johnson**

**EDUCATION**

Master of Urban and Regional Planning, University of Michigan, 2007  
Bachelor of Arts in Environmental Studies, Bucknell University, 2005.

**EMPLOYMENT**

MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN  
Gulf Coast Community Design Studio, Biloxi, MS. Planner, 2011 to present.

THE MARY C. O'KEEFE CULTURAL CENTER  
Ocean Springs, MS. Public Relations Manager, 2010 – 2011.

ANN ARBOR ART CENTER  
Ann Arbor, MI. Special Events Manager, Administration Manager, Volunteer Coordinator, 2007-2010.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
Washington, DC. Environmental Planner II, 2007.

**FIVE YEAR PROJECT SUMMARY:**

Planning: 4 projects

Infrastructure: 1 projects

Research: 3 projects

Education and Outreach: 5 projects

**Landscape Architect / Healthy Communities Liaison, Tracy Wyman**

**EDUCATION**

Natural Resources Leadership Institute, Fellow & Graduate 2015-2016  
Bachelor of Landscape Architecture, University of Florida, 2013  
National Parks Board, Center for Urban Ecology, Singapore, Summer 2012  
Bali Field School, Summer 2010

**EMPLOYMENT**

MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN.  
Gulf Coast Community Design Studio, Landscape Architect, 2015 – Present  
COYLE & CARON, INC.  
Orlando, FL. 2013-2015.  
UNIVERSITY OF FLORIDA COLLEGE OF DESIGN, CONSTRUCTION & PLANNING  
Powell Center, 2011-2012.  
ZAMIA DESIGN  
Gainesville, FL. 2011

**FIVE YEAR PROJECT SUMMARY:**

Research: 3 projects

Education and Outreach: 4 projects

Landscape and/or Trail Design: 10 projects



**4. Number and composition of staff that is readily available to City of Fairhope projects.**

5 staff:

David Perkes, Director

Kelsey Johnson Community Planner

Tracy Wyman, Landscape Architect

Heidi Schattin, Architectural Intern

Nathan Foust, Architectural Intern

The Gulf Coast Community Design Studio is a small organization of around eight employees. All are either professionals or designers. We operates with a simple organizational structure in which there is no mid-level hierarchy. The entire studio staff including the director works in an open space. All employees works as a team on different part of a given project and the director, David Perkes, stays in close communication with all of the employees in order to manage the various projects. This shared non-hierarchal organizational structure and the natural day-to-day communication in the open work environment enables the Gulf Coast Community Design Studio to respond to the City's needs so that if one person is unavailable others are able to respond.

**5. Name of responsible firm member and Municipal Service Project Manager: David Perkes.**

**6. Quality Assurance Program**

As a university program the Gulf Coast Community Design Studio operates through the Office of Sponsored Programs as part of the Office of Research and Economic Development. Quality as far as administrative, budget management, policies and procedures is assured through the very strict requirements for the university to operate with federal funds. In addition to the general university quality assurance structure, the Gulf Coast Community Design Studio reports to the Dean of the College of Architecture, Art and Design as well at the college's advisory committee. Additional quality assurance comes through a working relationship with a research center on campus, the National Strategic Planning and Analysis Research Center, which is in the process of analyzing the design studio's work for economic impact. Quality as far as professional and design services will be assured with open and frequent communication with the City. As an organization established with a mission to serve the community, we are committed to listen to the needs of the City and provide quality work.

**7. Exhibit B form was submitted previously.**

**References:**

**Helen Werby, Executive Director**

Biloxi Housing Authority  
330 Benachi Avenue  
Biloxi, Mississippi 39530  
228-374-7771 Ext. 201  
[hwerby@biloxihousing.org](mailto:hwerby@biloxihousing.org)

**Carol Burnett, Executive Director**

Moore Community House  
684 Walker Street  
Biloxi, MS 39530  
228-436-6601  
[cburnett@mschildcare.org](mailto:cburnett@mschildcare.org)

**Elaine G. Wilkinson, Executive Director**

Gulf Regional Planning Commission  
1635 Popp's Ferry RD, Suite G  
Biloxi, MS 39532  
228\*864-1167 x 209 office  
228\*380-1096 cell

**Kay Miller, Executive Director**

Biloxi City Main Street  
PO Box 253  
Biloxi, MS 39533  
228-435-6339  
[mainstreet@biloxi.ms.us](mailto:mainstreet@biloxi.ms.us)

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

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

[1] That the City of Fairhope has voted to purchase the annual renewal of the ASTRO25 Trunking Infrastructure Service Maintenance Agreement for the Police Department Dispatch Consoles and the type of agreement needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid (T-300); and the vendor Motorola, Inc. is the Sole Source Distributor for this equipment. The cost of this hardware and software support is \$22,220.40.

Adopted on this 10th day of April, 2017

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

Attest:

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

4/5/17 ZAM 1141  
COF Project No. 1141  
9:05 a.m.

# City of Fairhope Project Funding Request

APR 5 '17 AM 9:09  
3/30/2017

Issuing Date 3/30/2017

Please return this Routing Sheet to Treasurer by

Project Name: Annual Renewal of Maintenance agreement for Police Dept. dispatch consoles

Project Location: Police Department

Presented to City Council: 4/10/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval: Cost: \$22,220.40  
from the State of AL Contract Bid List

Providers: Motorola, Inc. Sole Source  
Schaumburg, IL

Project Engineer: n/a

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

Department Funding This Project							
General xx	Gas	Electric	Water	Sewer	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Golf 50

Expense Code: 001-150-50300 Revenue Code: \_\_\_\_\_

Project will be: Expensed xx Project Financed By: \_\_\_\_\_  
Capitalized \_\_\_\_\_ Grant: \_\_\_\_\_ Federal - not to exceed amount  
Project Budgeted: \_\_\_\_\_ State  
City

(Over) Under budget amount: \_\_\_\_\_ Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Funding: Operating Revenues Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council prior approval	_____	Request approved by City Treasurer	<u>Debra Smith</u>
Request received by City Treasurer	<u>3/30/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>4/3/17</u>	Request approved by Mayor	<u>[Signature]</u>
Received by Mayor	<u>4/4/17</u>		

Contact Person: Jeff Montgomery



Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

## MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Date: March 29, 2017

Re: Council Approval -- request for over \$15,000 PD Dept. Maintenance Agreement renewal

The I.T. Department requests approval to renew the ASTRO25 Trunking Infrastructure Service Maintenance Agreement for our Police Department dispatch consoles. This will be off the State of Alabama contract list T300. See attached quotation for details. Included specifications determined by I.T. Department. The cost of this hardware and software support will be Twenty Two Thousand Two Hundred Twenty Dollars and Forty Cents (\$22,220.40). The vendor is Motorola, Inc., of Schaumburg, IL

**NOTE:**

**See Attached Vendor Quote, and sole source letter for details.**

**Please compose a greensheet and forward to City Council to approve this procurement over \$15,000.00.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

*Printed on recycled paper*



**MOTOROLA**

March 6, 2017

Mr. Jeff Montgomery  
IT Director  
City of Fairhope  
Fairhope, AL 36532

Re: ASTRO25 Trunking Infrastructure Service Maintenance Agreement Contract

Dear Mr. Montgomery:

A Motorola Project 25 Infrastructure & Dispatch Console Service Agreement is exclusively available for procurement directly through Motorola Solutions, Inc. and currently not available through our extensive dealer network, or by other non-Motorola Dealers. This is specifically important to note as the ASTRO25 Infrastructure and Dispatch equipment deployed by the City of Fairhope and the Fairhope Volunteer Fire is a very complex network of a Radio Transmitter Site and PD Dispatch Console Site.

Motorola is the sole source distributor for the Motorola Project 25 Trunking Infrastructure/Dispatch Console Service Agreement for this equipment.

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

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

Very truly yours,  
**MOTOROLA, INC.**

A handwritten signature in black ink, appearing to read 'Andrew Gordon'.

Andrew Gordon  
CSM  
(205) 568-7888



# SERVICES AGREEMENT

Attn: National Service Support/4th fl  
 1301 East Algonquin Road  
 (800) 247-2346

Contract Number: S00001027710  
 Contract Modifier: RN03

Date: 02/10/2017

Company Name:	Fairhope, City Of
Attn:	
Billing Address:	107 N Section St
City, State, Zip:	Fairhope,AL,36532
Customer Contact:	
Phone:	

Required P.O.: No  
 Customer #: 1036770164  
 Bill to Tag #: 0001  
 Contract Start Date: 03/01/2017  
 Contract End Date: 02/28/2018  
 Anniversary Day: Feb 28th  
 Payment Cycle: ANNUAL  
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT	
		***** Recurring Services *****			
1	LSV01Q00408A SVC148AJ	ADVANCED PLUS NETWORK MONITORING DISPATCH SITE	\$92.86	\$1,114.32	
1	LSV01Q00409A SVC938AH	ADVANCED PLUS TECH SUPPORT DISPATCH SITE	\$53.57	\$642.84	
1	LSV01Q00410A SVC026AJ	ADVANCED PLUS DISPATCH DISPATCH SITE	\$26.79	\$321.48	
1	LSV01Q00411A SVC049AJ	ADVANCED PLUS ONSITE INF RESP STD DISPATCH SITE	\$434.00	\$5,208.00	
1	LSV01Q00412A SVC103AJ	ADVANCED PLUS NETWK PREV MAINT 1 DISPATCH SITE	\$91.31	\$1,095.72	
1	LSV01Q00414A SVC008AJ	ADVANCED PLUS SECURITY UPDATE SERVICE DISPATCH SITE	\$267.76	\$3,213.12	
1	SVC009AJ	OPS POSITION			
1	LSV01Q00415A SVC165AJ	ADVANCED PLUS REMOTE SUS MGMT DISPATCH SITE	\$355.95	\$4,271.40	
1	LSV01Q00425A SVC990AH	ADVANCED PLUS INFR RPR W/ADV REPL DISPATCH SITE	\$303.18	\$3,638.16	
1	LSV01Q00427A SVC178AJ	ADVANCED PLUS SECURITY MONITORING DISPATCH SITE	\$144.90	\$1,738.80	
1	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC NETWORK(S)	\$81.38	\$976.56	
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			Subtotal - Recurring Services	\$1,851.70	\$22,220.40
			Subtotal - One-Time Event Services	\$ .00	\$ .00
			Total	\$1,851.70	\$22,220.40
			Taxes	-	-
			Grand Total	\$1,851.70	\$22,220.40
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA					

	<b>Subcontractor(s)</b>	<b>City</b>	<b>State</b>
	MSI-T4 SUA FIELD IMPLEMENTATION (CD904)	LAWRENCE VILLE	GA
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA NIO SSA TEAM (DO501)	SCHAUMBURG	IL
	MOTOROLA SSC NETWORK SECURITY DO298	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
	COMMUNICATIONS ENGINEERING SERVICES INC	MOBILE	AL

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

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

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

Andrew Jokinen-Gordon	205-568-7888	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Fairhope, City Of  
 Contract Number: S00001027710  
 Contract Modifier: RN03  
 Contract Start Date: 03/01/2017  
 Contract End Date: 02/28/2018



## **Service Terms and Conditions**

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

### **Section 1. APPLICABILITY**

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

### **Section 2. DEFINITIONS AND INTERPRETATION**

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

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

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

### **Section 3. ACCEPTANCE**

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

### **Section 4. SCOPE OF SERVICES**

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

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

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

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

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

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

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

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

#### **Section 6. TIME AND PLACE OF SERVICE**

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

#### **Section 7. CUSTOMER CONTACT**

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

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

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

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

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

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

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

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

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

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

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

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

#### **Section 15. COVENANT NOT TO EMPLOY**

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

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

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

#### **Section 17. GENERAL TERMS**

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

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

in which the Services are performed.

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

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

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

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

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

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

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

Revised Oct 15, 2015

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-mix Concrete for the City (Bid Number 017-16) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with an estimated annual cost of \$46,000.00.

Adopted on this 10th day of April, 2017

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

Attest:

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

MAR 28 '17 PM3:50

# City of Fairhope Project Funding Request

Issuing Date 3/28/2017

Please return this Routing Sheet to Treasurer by

3/28/2017

Project Name: Extension No. 1 Ready Mix Concrete Contract [REDACTED] Bid 017-16

Project Location: Various City locations, as needed

Presented to City Council: 4/10/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval: Cost: Annual bid for unit prices as listed on attached schedule  
Annual amount estimated to be approx. \$46,000

Providers: Delta Industries, Inc.,  
d/b/a Gulf States Ready Mix, Semmes, AL

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project						
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Debt Service 85

Expense Code: As appropriate for various City-Wide Projects Revenue Code \_\_\_\_\_

Project will be: Expensed xx Project Financed By: \_\_\_\_\_  
 Capitalized \_\_\_\_\_ Grant: \_\_\_\_\_ Federal - not to exceed amount  
 \_\_\_\_\_ State  
 \_\_\_\_\_ City

(Over) Under budget amount: \_\_\_\_\_ Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Funding: Operating Revenues Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council prior approval	_____	Request approved by City Treasurer	<u>Deborah Smith</u>
Request received by City Treasurer	<u>3/28/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>3/28/17</u>	Request approved by Mayor	<u>[Signature]</u>
Received by Mayor	<u>3/28/17</u>		

Contact Person: Dan Ames



## MEMO

To: Deborah Smith, Treasurer  
From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Date: March 23, 2017

Re: Requesting City Council approval of Extension No.1 of Bid No. 017-16, Ready-Mix Concrete Re-Bid

The Mayor has requested the first extension of to Bid No. 017-16, Ready-Mix Concrete Re-Bid Bid No. 019-16, for one additional year beginning with the expiration of the original time period, and will end on May 1, 2018. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, this first extension will be with the assigned vendor, Delta Industries, Inc. dba Gulf States Ready Mix, of Semmes, AL, for the contract unit prices awarded, for an estimated amount of approximately Forty-Six Thousand Dollars (\$46,000.00) per year. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve Extension No. 1 of Bid No. 017-16, Ready-Mix Concrete Re-Bid, and authorize the Mayor to execute contract Extension No. 1 with Delta Industries, Inc. dba Gulf States Ready Mix, of Semmes, AL.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, M.M.C.  
City Clerk

Deborah A. Smith, C.P.A.  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

# Gulf States CONCRETE



A Division of Delta Industries, Inc.

3/23/17

Dan Ames  
Purchasing Manager  
City of Fairhope  
Bid 018-17  
Ready-Mix Concrete RE-BID

Dan,

We wish to extend the contract for the above referenced project for an additional 1 year term with all terms and conditions including pricing remaining the same.

Please let me know if anything further is needed from me.

Sincerely,

Jamie Lyles, P.E.  
Delta Industries, Inc.  
Gulf States Ready Mix – AL Division  
251-487-6522  
jlyles@delta-ind.com



**City of Fairhope**

**Extension No. 1 of Contract for  
Bid No 017-16 READY-MIX CONCRETE RE-BID**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the purpose of extending the contract known as Bid No. 017-16 Ready-Mix Concrete Re-Bid dated **April 29, 2016** ("Original Contract") between the **City of Fairhope** and **Delta Industries, Inc.dba Gulf States Ready Mix**(the "Parties").

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

**Bid No. 017-16 Ready-Mix Concrete Re-Bid**

and will end on **May 1, 2017 at 11:59 p.m.**

2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period **May 2, 2017** and will end on **May 1, 2018, at 11:59 p.m.**

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

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

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: **Karin Wilson, Mayor**

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

**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

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

**CONTRACTOR**

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

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

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

\_\_\_\_\_  
(Position or Title)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(Business Mailing Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(GENERAL CONTRACTOR'S LICENSE NUMBER)

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

**THIS MUST BE NOTARIZED!**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss:

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

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

respectively, of \_\_\_\_\_  
(Type or Print company name here)

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

Given under my hand and Notaries Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

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

**ITEM III**  
**BID RESPONSE FORM**

DATE: 03/14/16

BID NO.: 017-16  
BID NAME: Ready-Mix Concrete RE-BID

**Our bid form must be filled in completely.**

- All pages of this Bid Response Form, and additional requested pages, if any, must be returned.
- Acknowledgement must be made where a blank ( ) appears.
- Any attachments hereto are made and become a part of this inquiry and must be signed by bidder.

QUANTITIES: The City of Fairhope does not guarantee that the City will procure any set quantities.

**Bid Duration:** One (1) year from signing date of Contract, with the option to renew bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Delivery lead time ARO: 24 (In hours)

**Bid Price For Delivery To All Sites Within The City Of Fairhope Must Include Delivery Charges**

3000PSI with peagravel	\$ <u>103</u>	Per Cubic Yard/ delivered Job Site
Minimum qty.	<u>5 CY</u>	NON - DOT MIX
Upcharge for less than minimum qty	<u>\$ 100</u>	
Multiple Stop charge	<u>\$ 100</u>	
4000PSI with peagravel	\$ <u>107</u>	Per Cubic Yard/ delivered Job Site
Minimum qty.	<u>5 CY</u>	NON - DOT MIX
Upcharge for less than minimum qty	<u>\$ 100</u>	
Multiple Stop charge	<u>100</u>	
3000PSI with regular gravel	\$ <u>112</u>	Per Cubic Yard/ delivered Job Site
Minimum qty.	<u>5</u>	DOT APPROVED MIX
Upcharge for less than minimum qty	<u>100</u>	
Multiple Stop charge	<u>100</u>	
4000PSI with regular gravel	\$ <u>116</u>	Per Cubic Yard/ delivered Job Site
Minimum qty.	<u>5</u>	DOT APPROVED MIX
Upcharge for less than minimum qty	<u>100</u>	
Multiple Stop charge	<u>100</u>	
Accelerant	\$ <u>5.00</u>	1 PERCENT Per fluid ounce

**AWARDED VENDOR MUST HOLD BID PRICING FOR A MINIMUM OF TWELVE (12) MONTHS**

Manufacturer: GULF STATES READY MIX (DELTA INDUSTRIES)