

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

THURSDAY, 15 MARCH 2018 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Job Positions and Rationale Behind Positions – Leslie Green, Jeff Marks, Tomas Catar, and Tom Kuhl
2. Discussion of Ordinances and Resolution for Civic Center and Ordinances for Parks; and Streets and/or Sidewalks – Sherry-Lea Botop and Michael Stonehouse
3. Discussion of the sale of Tennis items at the Mike Ford Tennis Center – Tomas Catar and Tom Kuhl
4. Additional Budgetary Considerations and Cost Overrun for Municipal Pier Project for Public Works – Richard Johnson
5. Flag Pole at Fairhope Municipal Pier Discussion – Sherry-Lea Botop
6. Discussion about passing Budget by Ordinance – Mayor Wilson
7. Committee Updates
8. Department Head Updates/Grant Updates

Next Regular Meeting Monday, March 26, 2018 at 4:30 p.m. and Same Place

Lisa A. Hanks, MMC

From: Lynn Donnelly Maser
Sent: Friday, February 16, 2018 4:28 PM
To: Lisa A. Hanks, MMC
Subject: FW: Work session/agenda *LMM*
Attachments: JD - 1st Asst. Golf Professional.doc (002).docx

Discussion will cover the rationale behind these positions.

Lynn

From: Leslie Green
Sent: Friday, February 16, 2018 4:21 PM
To: Lynn Donnelly Maser <lynn.maser@fairhopeal.gov>
Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>
Subject: Work session/agenda

Good Afternoon –

Please see the following to add to the work session/agenda -

- Addition of one new position – 1st Golf Pro Assistant – Attached - pay grade 20
- Addition of 1 -part time pro shop clerk – 11
- Addition of 1 FT, or 2 PT positions as tennis center attendants – (In order to accommodate the extended hours due to new lights on the clay courts) - 11

Leslie Green
Human Resources
City of Fairhope
161 N Section St
Fairhope, AL 36532
(251) 929-7437





CITY OF FAIRHOPE

Uniform Job Description

Position Title: **1st Assistant Professional** Pay Range: **\$33,116.66-
\$43,105.65 -
\$52,986.65**

Department: **Golf Operations** Pay Grade: **20**

Reports To: **Head Golf Professional** Effective Date: **2/16/2018**

Supervises: **Golf Cart Attendants, Marshals and
Starters, Beverage Cart and Snack
Bar Attendants as required.** Supersedes: _____

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

BASIC PURPOSE OF THE POSITION

The purpose of the 1st Assistant Golf Professional is to support the Quail Creek Head Golf Professional in managing all facets of the golf course, club house, and pro shop operations.

I DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The 1st Assistant Golf Professional assists with tournament administration, daily operations, all league play including the Men's and Women's Golf Associations, Nix Center Golfers and the Wednesday Senior Men's League. Work is performed under the direction of the Head Golf Professional. Supervision is exercised over subordinate employees involved in Quail Creeks daily activities as well as in the maintenance and operations club house.

1st Assistant Golf Professional

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Maintains schedules for pro shop, golf cart, marshals and café staff.
- Directs play on the course to maintain organized play.
- Drives golf carts to various locations on the course as needed
- Assists with merchandise, sales, pricing, and inventory in the pro shop
- Schedules outings, league and golf tournaments on the tee sheet.
- Provides signed copies of event contracts to the event coordinator, pro shop and café.
- Opens, closes, maintains and balances the registers at the clubhouse and cafe for daily business
- Assists in the sale and inventory of golf merchandise and golf accessories at the Quail Creek Golf Shop.
- Assists in marketing, tee-times, tournaments, and all other special events.
- Makes recommendations concerning golf course playing conditions;
- Attends meetings and employee training sessions as determined by the Head Golf Professional.
- Observes pace of play and coordinates the daily tee sheet.
- Answers questions and promotes goodwill on the course, in the pro shop and café.
- Assists with clinics and camps as necessary.
- Assists members by providing and interpreting golf policies, rules and regulations
- Receives, processes, and prices of all merchandise.
- Maintains the overall appearance, cleanliness, and display of merchandise at the Golf Shop.
- Manages the ordering, receiving, charging, and communications of members special orders.
- Assists with inventory control and physical inventory counts at the Golf shop.

1st Assistant Golf Professional**OTHER DUTIES AND RESPONSIBILITIES**

- Assists clubhouse and cart employees as needed
- Locates players or groups on the course.
- Other related duties as requested.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Through knowledge of overall concept of daily golf operations and golf tournaments
- Through knowledge of golf pro shop business and sales practices
- Knowledge of governing PGA etiquette rules and regulations;
- Knowledge of money handling processes
- Knowledge of USGA rules and definition
- Knowledge of the principles and practices involved in golf instruction
- Knowledge of credit card applications; daily reporting procedures; end of the day financial reporting.
- Knowledge of golf swing mechanics and ball flight laws.
- Ability to learn to assist with the installation of grips, grip sizing and club fitting.
- Ability to establish and maintain effective working relationships with other employees and the general public.
- Ability to communicate effectively with the clubhouse staff, golf employees and the golf course maintenance crew
- Ability to compile and maintain financial and operational records;
- Ability to plan, direct and supervise the work of subordinates;
- Ability to drive a golf cart.
- Ability to learn all daily fee pricing and Annual Pass Fees. Must be able to learn and possess the proper skills to relate fees to the public.
- Ability to learn the MUNIS system as implemented for the golf operations.
- Ability to learn Tyler Cashiering responsibilities that are reported daily to City Hall.
- Ability to make bank deposits for the City and accountable for daily balance sheet.

1st Assistant Golf Professional

- Ability to lead, develop and administer those functions necessary for a successful golf operation.
- Ability to help manage fellow employees when the golf professional is absent.
- Ability to use a hand-held radio or walkie-talkie.
- Ability to lead, develop and administer those functions necessary for a successful golf operation.

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

Graduation from a standard senior high school, or the successful completion of the General Educational Development (GED) test, and a minimum of three years' experience in golf pro shop operations, sales and management, preferably PGA Class A Membership; or a combination of education and experience equivalent to these requirements.

EXTENT OF PUBLIC CONTACT

This position requires extensive public contact, the ability to talk in a professional and courteous manner on the telephone to the golfing patrons that call in or visit the Quail Creek Golf Course.

PHYSICAL DEMANDS

Ability to sit continuously in a golf cart for periods of up to four hours; Ability to stand, sit, reach and drive.

Ability sufficient to effectively operate golf cart, and to be able to see golfers and the course.

Hearing ability sufficient to hold conversation with other individuals in both person and over a telephone or radio.

Sufficient to communicate effectively with other individuals in person and over a telephone or radio.

II WORKING CONDITIONS AND ENVIRONMENT
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Work environment is both indoors and outdoors. South Alabama weather entails hot and humid summers with occasionally frigid cold winter temperatures. Rain and/or thunderstorms common in summer months.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 1408-07
SETTING FORTH THE RULES AND REGULATIONS FOR THE
OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX
LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA**

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

- I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, the Lobby, the Council Chambers (Municipal Court), the Storeroom, and the Delchamps Suites will be regulated as outlined herein.
- II. RESERVATIONS
 1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 2. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.
 3. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, tickets are sold, and/or alcohol is on the premises.
 4. Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 30 days of the event.
 5. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the City receives a completed application(s) and deposit(s) paid prior to the requested dates.
 6. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

7. Rental rates shall be per day as follows:
 - a.

Main Auditorium	\$585.00 includes 6-hour rental \$50.00 per hour after allotted 6 hours
Lobby	\$150.00
Storeroom:	\$150.00
Council Chambers	\$125.00
Delchamps Room 1	\$125.00
Delchamps Room 2	\$75.00
 - b. An hourly rate of \$50.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$50.00 per hour on recognized City holidays.
8. The rental fee includes tables, chairs, and a one-time set-up. The Main Auditorium rental fee also includes kitchen, stage, and two dressing rooms. An extra setup fee of \$150.00 will be applied for any changes to the event set up, before or during an event. Only Civic Center employees are allowed to move or reset Civic Center property.
9. Other Rental Rates and Fees:
 - a.

Commercial Kitchen	\$125.00
Stage Runway with lights and stairs	\$125.00
Projector and Screen (stage broadcast)	\$50.00
32" TV/VCR/DVD Combo	\$25.00
Scissor Lift	\$50.00 per hour
Portable Bar	\$50.00
Mandatory Cleaning Fee	\$50.00 per hour
Stanchions, Easels, Coat Racks	\$10.00 each
Piano	\$100.00
A/V Tech Fee	\$35.00 per hour
Tent Permit for CC Parking Lot	\$100.00 per tent
A/V Package – Set-up/Breakdown of podium/microphone, sound mixer, clear-com headsets, CD player, stage lights and light board, stage monitors, up to five microphones.	\$200.00

10. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Fairhope Civic Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - c. any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.
 - d. After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the Banquet Manager.

3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the University of South Alabama College of Nursing.
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.
 - b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or damage a finished surface.
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.
 - e. Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
 - a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.

- b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use.
 - c. The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.
 - d. Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 - f. All equipment, including utility carts, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. Grease shall be disposed of properly by renter or caterer.
 - i. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
 - c. All garbage bags must be tied and placed in the garbage containers provided outside the facility.
 - d. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.

9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.
10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. A fee will be charged for use of the piano. The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$20.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
17. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center).

18. The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." It is the renter's responsibility to ensure that all personnel at their function are made aware of this Ordinance.

The City Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 1408-07

A RESOLUTION REPLACING RESOLUTION NO. 1038 SETTING FORTH THE RULES AND REGULATIONS FOR THE OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA.

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

I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, **the Lobby**, the Council Chambers (Municipal Court), and the Delchamps Suites will be regulated as outlined herein. **ADD: Storeroom**

II. RESERVATIONS

1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.

2. Persons or groups wishing to reserve one or more of the facilities must complete, **date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.** **ADD: Liability policy naming the COF as additional insured, for any event open to the public, tickets are sold, and or alcohol is on the premises. Minimum amount required needs to be added**

3. Cancellations or date changes must be in writing and **signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given.** Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. **No refunds will be made for cancellations made within 30 days of the event.**

4. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the date is requested and deposit paid prior to the current event. **ADD: completed application(s) and deposit(s) paid prior to the requested dates.**

5. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

6. **Rental rates shall be per day as follows:**

- a. **Main Auditorium, \$485.00; Lobby, \$125.00; Council Chambers, \$50.00; Delchamps Room, \$40.00. ADD: Storeroom, \$150.00.**
 - b. **An hourly rate of \$20.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$50.00 per hour on recognized City holidays.**
7. **The rental fee includes tables, chairs, and a one-time set-up. Audio/visual equipment is also available upon request.**
8. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, **the Fairhope Civic Center** may be used by:
 - a. **the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.**
 - b. **Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.**
 - c. **any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the Auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.**
 - d. **After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.**

9. **Any and all requests for a waiver of rental fees must be in writing with a signature, and a waiver of rental fees does not mean a waiver of cleaning fees and hourly fees. Cleaning fees and hourly fees will still apply to any and all groups renting the facility.** OMIT #9. - Contradicts Ordinance No.1486
10. The Mayor and the City Budget and Finance Committee, which is made up of three city council members, have sole discretion to waive the rental fee for other non-profit groups who they deem to be offering a service for the Fairhope Citizens. OMIT #10. - Contradicts Ordinance No.1486
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the **Banquet Manager**.
3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the Fairhope Public Library. OMIT: Fairhope Public Library
ADD: USA College of Nursing
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. **Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.**
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.

- b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar, or damage a finished surface. **ADD: windows,**
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, **sparklers, glitter, confetti (including decorative jewels),** or the like will be thrown or used for decoration inside or outside the facility. **All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.**
 - e. **Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.**
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups **Space between sentences not needed** may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
- a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.
 - b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use. Tables will be cleaned. 5.a should be "6.a" - **OMIT: "Tables will be cleaned"**
 - c. **The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.**
 - d. **Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.**

- e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware **all of which will be washed before use.**
 - f. All equipment, including **utility carts**, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. **Grease shall be disposed of properly by renter or caterer.**
 - i. **It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.**
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. Only garbage bags and dishtowels will be furnished by the City. Any other accessories will not be furnished by the City. **OMIT - 8.b**
 - c. All garbage and debris will be removed from the building **by the renter as needed during and at the close of the function.**
 - d. **All garbage bags must be tied** and placed in the garbage containers provided outside the facility.
 - e. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.
9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.

10 September 2007

Resolution No. 1408-07

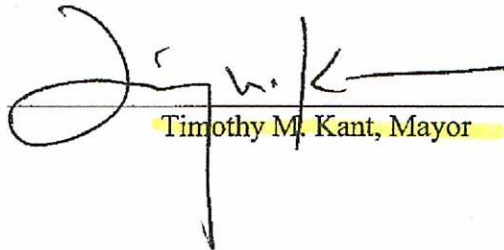
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10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. **A fee will be charged for use of the piano.** The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. **If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.**
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. **All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$20.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.**
17. **Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center.**

18. **The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." It is the renter's responsibility to ensure that all personnel at their function are made aware of this Ordinance.**

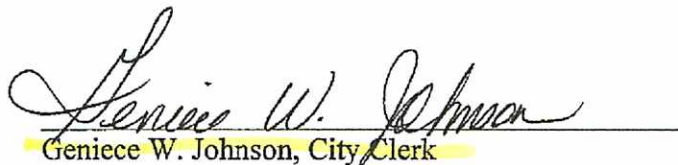
The Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 10th day of September, 2007.



Timothy M. Kant, Mayor

Attest:



Geniece W. Johnson, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1575
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY
PROVIDING POLICY AND PROCEDURE FOR PARK USAGE
WITHIN THE CITY OF FAIRHOPE.**

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion

Henry George Park (park on bluff above fire hall)

Park on South End of Pier

PERMITTED USE

Only one event per day will be scheduled in each park. Only the following uses and activities are permitted in City parks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnic, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested can not be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Event Coordinator and/or his/her designee not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

Ordinance No. _____

Page 2

PERMIT FEES

The permit fee is \$200.00 for the first 4 hours and \$75.00 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

OTHER FEES FOR SERVICES AND/OR EQUIPMENT

City Stage (includes setup and breakdown)	\$1,000.00
Barricades	\$23.00 per barricade
Garbage Services	\$125.00
Garbage Cans	\$25.00 per can
Street Sweeper	\$200.00 per hour
Clean-up (6 staff at 4 hours)	\$600.00

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement. And, any group or individual using a public park must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs.

Vehicles loading or unloading cannot block any entry way or sidewalks.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Dept. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event. All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope Event Coordinator and/or his/her designee. Tents must be sandbagged or the Renter is required to call Alabama 811 for utility line locate at least two working days prior to using any type of staking material to avoid hitting underground utility lines. Damage caused to any utility line will result in additional charges to repair and/or replace the line.

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site Coordinator.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1575

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1438 AND
ORDINANCE NO. 1488 TO PROTECT THE PUBLIC HEALTH, SAFETY AND
WELFARE BY PROVIDING POLICY AND PROCEDURE FOR PARK USAGE
WITHIN THE CITY OF FAIRHOPE.**

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion

Henry George Park (park on bluff above fire hall)

Park on South End of Pier

PERMITTED USE

Only one event per day will be scheduled in each park. Only the following uses and activities are permitted in City parks: "one event per day" needs to be defined with relationship to fees. Example - ESRT is charged certain fees only per event, not per day?

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department. OMIT/change: National, ethnical, artistic, biographical or seasonal theme????

Ethnical is not a word?

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested can not be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Event Coordinator and/or his/her designee not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$150 for the first 4 hours and \$75 for each additional hour. This includes set-up, event, and take-down.

If electrical/water services are required, a one-time fee of \$50 will be charged. If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

What is the service rate for the water/electric dept call out - who bills for this?

Other fees may apply for personnel and damage to property.

What defines "Other" fees - we have no city service fee schedule to reference when this takes place during events.

*City Services
for Call-Out*

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement or obtain a special event insurance policy. ADD: Liability insurance requirements for events open to the public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs. OMIT: Policy is NEVER enforced/how much are the fines?

Vehicles loading or unloading cannot block any entry way or sidewalks.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Dept. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

*Labor Cost
Plus Material/
Soil/Plants*

Ordinance No. 1575
Page 3

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event.

All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING/INFLATABLES

All tent and staging placement must be approved by your City of Fairhope Event Coordinator and/or his/her designee. Tents must be sandbagged; no stakes will be allowed due to underground utility lines. OMIT: This policy is NEVER enforced: ADD: Alabama 811 must be notified for utility line locate two working days prior to scheduled event.

Inflatables are the responsibility of the Renter and will require insurance. They must be monitored at all times and are never to be left unattended.

OMIT: Inflatables have been prohibited in the past. If one event has them up it becomes a magnet for other children not involved.

Tents, inflatables, and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site Coordinator.

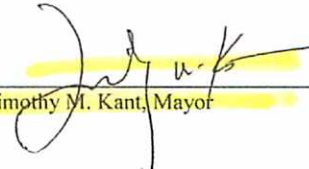
SEVERABILITY

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


EFFECTIVE DATE

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

ADOPTED THIS THE 9TH DAY OF MAY, 2016


Timothy M. Kant, Mayor

Attest:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1575 Published in
FAIRHOPE COURIER
on Friday, May 20, 2016
Lisa A. Hanks City Clerk

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1576
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY
PROVIDING POLICY AND PROCEDURE FOR SIDEWALK
AND/OR STREET USAGE WITHIN THE CITY OF FAIRHOPE**

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

**POLICY AND PROCEDURE FOR
SIDEWALK AND/OR STREET USAGE ORDINANCE**

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to close a street and/or sidewalk within the City of Fairhope Central Business District and to establish a fee structure for such use to partially defray the cost of administering these services.

Organizations/Individuals may only request a street closing two times per calendar year.

This policy is applicable to all streets and/or sidewalks in the Central Business District (CBD) of the City of Fairhope.

Any individual and/or group who plan to use a City of Fairhope street and/or sidewalk in the CBD must have written permission of 75% of businesses/residents whose store fronts are directly affected of said street/sidewalk to be closed. 100% of the businesses/residents within 300 feet must be notified of the event via U.S. mail, e-mail or door-to-door. Petition and/or written permission and notifications must be submitted to the City of Fairhope 12 weeks prior to the event and must include Type of Event, Time the street and/or sidewalk will close, Time function will begin and end and the Location of the function. Permission may only be by store owner or their designee.

PERMITTED USE

Only the following uses and activities are permitted on City streets and/or sidewalks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnic, artistic, biographical or seasonal theme. Food may be offered in conjunction with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.
3. Walks, Runs and Bicycles Rides. Non-Profits refer to Ordinance No. 1486.

RESERVATIONS

A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city streets and/or sidewalks. Any violation may result in additional fees.

Reservations are on a first come, first serve basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required at least 12 weeks in advance to secure your reservation. The dates requested cannot be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details must be submitted in writing at least 12 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Ordinance No. _____

Page 2

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$200.00 for the first 4 hours and \$75.00 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

OTHER FEES FOR SERVICES AND/OR EQUIPMENT

City Stage (includes setup and breakdown)	\$1,000.00
Barricades	\$23.00 per barricade
Garbage Services	\$125.00
Garbage Cans	\$25.00 per can
Street Sweeper	\$200.00 per hour
Clean-up (6 staff at 4 hours)	\$600.00
Mardi Gras Parade Permit Fees	\$3,500.00

INSURANCE REQUIREMENTS

Any group or individual using a City street and/or sidewalk must sign an indemnity and hold harmless agreement. And, any group or individual using a City street and/or sidewalk must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Department security must be provided for all events held on city streets and/or sidewalks. The security fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Security is responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control and traffic diversion.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by security. At any time if security feels there is not responsible monitoring of sound amplification then he/she has the authority to shut down your event.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up will not be allowed until after 5:00 p.m. on weekdays and Saturdays.

Store fronts may never be blocked.

Fire lanes must be maintained at all times.

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Page 3

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event. All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the sidewalk/street and restored it to its original condition, the City will clean up the sidewalk/street and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope event coordinator. Tents must be sandbagged or the Renter is required to call Alabama 811 for utility line locate at least two working days prior to using any type of staking material to avoid hitting underground utility lines. Damage caused to any utility line will result in additional charges to repair and/or replace the line.

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down and removed immediately following the event.

ALCOHOLIC BEVERAGES

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE STREETS OF FAIRHOPE. If requested, the Fairhope City Council may allow alcoholic beverages on the streets and/or sidewalks of Fairhope. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.

NO GLASS OR OPEN CONTAINERS ARE ALLOWED.

RESTROOMS

Restroom facilities are located in downtown Fairhope. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site coordinator.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1576

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1490 AND
ORDINANCE NO. 1495 TO PROTECT THE PUBLIC HEALTH, SAFETY
AND WELFARE BY PROVIDING POLICY AND PROCEDURE
FOR SIDEWALK AND/OR STREET USAGE
WITHIN THE CITY OF FAIRHOPE

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

POLICY AND PROCEDURE FOR
SIDEWALK AND/OR STREET USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to close a street and/or sidewalk within the City of Fairhope Central Business District and to establish a fee structure for such use to partially defray the cost of administering these services.

Organizations/Individuals may only request a street closing two times per calendar year.

This policy is applicable to all streets and/or sidewalks in the Central Business District (CBD) of the City of Fairhope.

Any individual and/or group who plan to use a City of Fairhope street and/or sidewalk in the CBD must have written permission of 75% of businesses/residents whose store fronts are directly affected of said street/sidewalk to be closed. 100% of the businesses/residents within 300 feet must be notified of the event via U.S. mail, e-mail or door-to-door. Petition and/or written permission and notifications must be submitted to the City of Fairhope 12 weeks prior to the event and must include Type of Event, Time the street and/or sidewalk will close, Time function will begin and end and the Location of the function. Permission may only be by store owner or their designee.

PERMITTED USE

Only the following uses and activities are permitted on City streets and/or sidewalks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.

2. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department. OMIT/change:National, ethnical, artistic, biographical or seasonal theme????

Ethnical is not a word?

3. Walks, Runs and Bicycles Rides. Non-Profits refer to Ordinance No. 1486.

RESERVATIONS

A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city streets and/or sidewalks. Any violation may result in additional fees.

What defines "additional" fees - we have no city service fee schedule to reference when this takes place during events.

Reservations are on a first come, first serve basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required at least 12 weeks in advance to secure your reservation. The dates requested cannot be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details must be submitted in writing at least 12 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Ordinance No. 1576

Page 2

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$150 for the first 4 hours and \$75 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If electrical/water services are required, ~~a one-time fee of \$50~~ ^{there is a \$15 per day} will be charged. If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

What is the service rate for the water/electric dept call out - who bills for this?

Other fees may apply for personnel and damage to property.

What defines "Other" fees - we have no city service fee schedule to reference when this takes place during events.

INSURANCE REQUIREMENTS

Any group or individual using a city street and/or sidewalk must sign an indemnity and hold harmless agreement or obtain a special event insurance policy.

ADD: Liability insurance requirements for events open to the public or tickets/money/donations exchanged. ✓

SECURITY FEES

The City of Fairhope Police Department security must be provided for all events held on city streets and/or sidewalks.

The security fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required. The cost for security is \$30 per officer per hour.

Security is responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control and traffic diversion.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by security. At any time if security feels there is not responsible monitoring of sound amplification then he/she has the authority to shut down your event.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up will not be allowed until after 5:00 p.m. on weekdays and Saturdays. This policy is not being followed as written

Store fronts may never be blocked.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event.

Fire lanes must be maintained at all times.

Ordinance No. 1576
Page 3

All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the sidewalk/street and restored it to its original condition, the City will clean up the sidewalk/street and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff. Major policy issue - city services including labor are never factored into assessment. Barricade placement/pick-up, street sweeping, additional garbage pick up.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope event coordinator. Tents must be sandbagged; no stakes will be allowed due to underground cables and water lines. **omit: Policy is NEVER enforced. ADD: Alabama Bill must be notified for utility locate, two working days prior to event.**

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down and removed immediately following the event.

ALCOHOLIC BEVERAGES

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE STREETS OF FAIRHOPE. If requested, the Fairhope City Council may allow alcoholic beverages on the streets and/or sidewalks of Fairhope. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.

NO GLASS OR OPEN CONTAINERS ARE ALLOWED.

RESTROOMS

Restroom facilities are located in downtown Fairhope. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site coordinator.

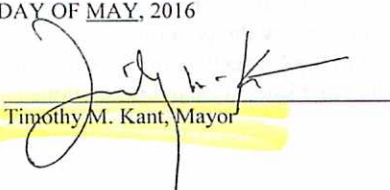
SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS 9TH DAY OF MAY, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1576 Published in
FAIRHOPE COURIER
on Friday, May 20, 2016
Lisa A. Hanks City Clerk

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? _____

2. Date Requested: _____ Hours requested from: _____ to _____

3. Renter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: _____

4. Purpose of Use: _____

5. Number of persons expected to attend (adults and minors): _____

6. Will there be alcohol on the premises during the event? _____ If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.

7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: _____

_____ Rental Company: _____

8. Will you need electricity? _____ Yes _____ No For: _____

Will you need water? _____ Yes _____ No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: _____ Date: _____

City Personnel: _____ Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO

THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT

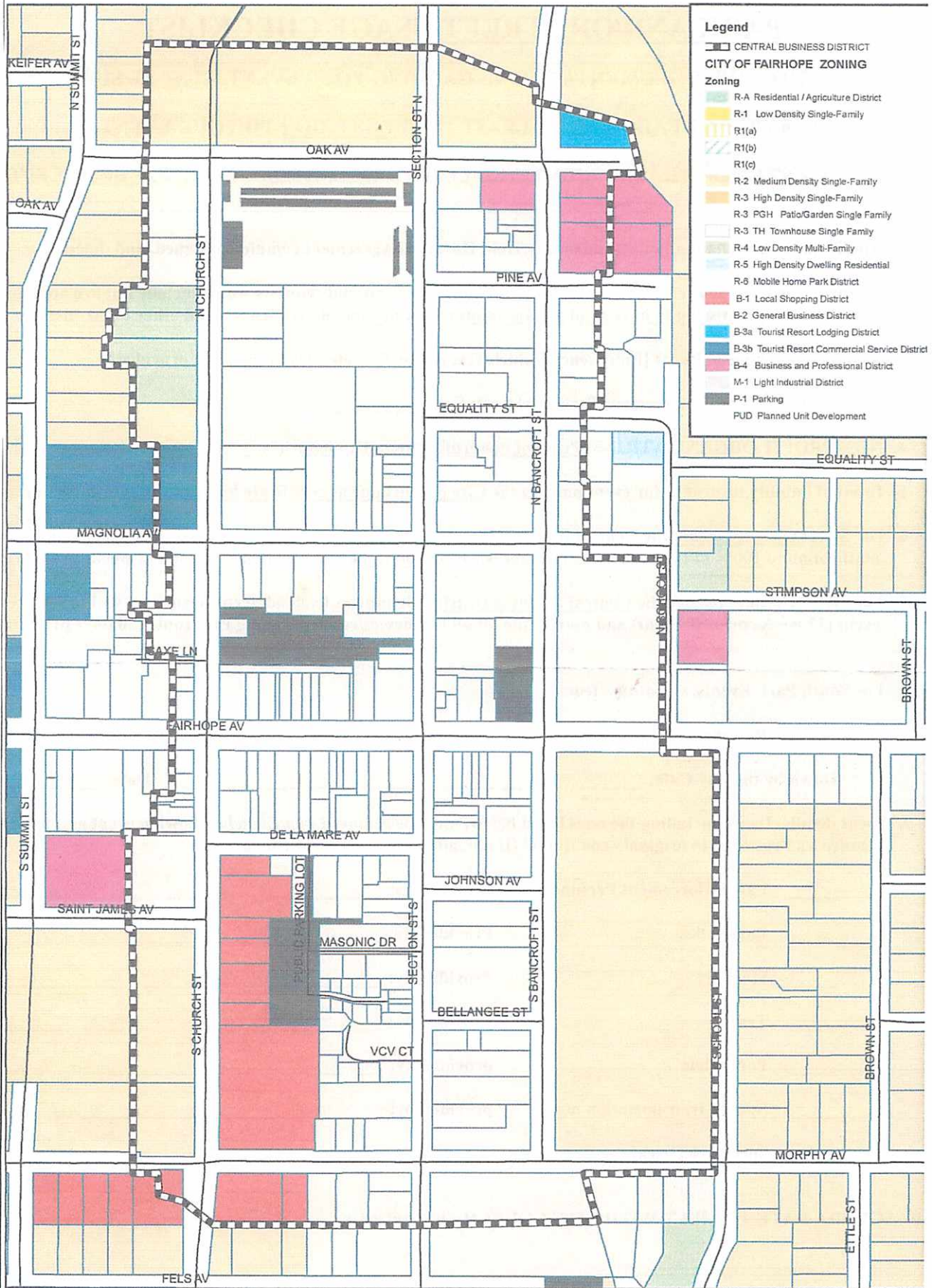
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- ___ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement completed, signed, and dated.
- ___ 2. A copy of the letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- ___ 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ _____
- ___ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- ___ 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- ___ 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- ___ 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- ___ 8. For South Park Events, signatures from:
Shuck's Restaurant: _____ Date: _____
Down by the Bay Cafe: _____ Date: _____
- ___ 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)
- | | |
|----------------------------------|--------------------|
| ___ Law Enforcement Personnel | Provided by: _____ |
| ___ Barricades | Provided by: _____ |
| ___ Staging | Provided by: _____ |
| ___ Tents | Provided by: _____ |
| ___ Port-o-lets | provided by: _____ |
| ___ Special transportation needs | provided by: _____ |
| ___ Special electrical needs: | _____ |
- ___ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

___ Street closing approved ___ Alcohol approved ___ ABC License if selling alcohol ___ Park/Street permit fees paid

City of Fairhope Central Business District



- Legend**
- ▬ CENTRAL BUSINESS DISTRICT
 - CITY OF FAIRHOPE ZONING**
 - Zoning**
 - R-A Residential / Agriculture District
 - R-1 Low Density Single-Family
 - R1(a)
 - R1(b)
 - R1(c)
 - R-2 Medium Density Single-Family
 - R-3 High Density Single-Family
 - R-3 PGH Patio/Garden Single Family
 - R-3 TH Townhouse Single Family
 - R-4 Low Density Multi-Family
 - R-5 High Density Dwelling Residential
 - R-6 Mobile Home Park District
 - B-1 Local Shopping District
 - B-2 General Business District
 - B-3a Tourist Resort Lodging District
 - B-3b Tourist Resort Commercial Service District
 - B-4 Business and Professional District
 - M-1 Light Industrial District
 - P-1 Parking
 - PUD Planned Unit Development

Disclaimer
The City of Fairhope makes no claims as to the reliability of this data and shall not be held liable for inaccuracies that may exist. Any user of this map product accepts full and assumes all responsibility for the use thereof, and further agrees to hold the City of Fairhope harmless from and against any damage, loss or liability arising from any use of this map product. Do not make business decisions based on this data without validating your decision with the appropriate city office.

0 220 440 880 Feet



FEES ASSOCIATED WITH ACCESS TO THE FAIRHOPE BEACH PARK

	Current Fees:	Proposed Fees:
Motor Vehicles	\$8.00	\$10.00
Pedestrians and Bicycles	\$3.00	\$5.00

ORDINANCE NO. 570

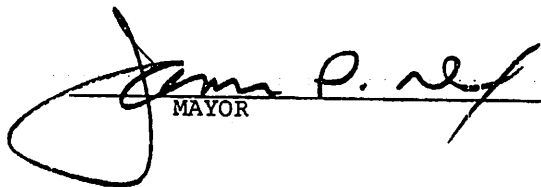
AN ORDINANCE TO PROHIBIT ANY MOTOR VEHICLE FROM ENTERING INTO THE BEACH PARK OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA WITHOUT PAYING THE ENTRANCE FEE THEREFOR AND ESTABLISHING A MINIMUM AND MAXIMUM FINE FOR VIOLATION OF THE SAME.

SECTION I - It shall be unlawful for any person to drive any type of motor vehicle into the beach park of the City of Fairhope, Fairhope, Alabama without paying the entrance fee therefor.

SECTION II - Any person found to be in violation of this Ordinance shall be punished by a fine of not less than \$5.00 nor more than \$25.00 at the discretion of the Court.

SECTION III - This Ordinance shall become effective upon its due adoption and publication as required by law.


ADOPTED THIS THE ____ DAY OF _____, 1977.


MAYOR

ATTEST: _____
CITY CLERK



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Lynn Donnelly Maser, Special Projects

CC: File

Date: March 6, 2018

Subject: FY2018 – Additional Budgetary Considerations Updated – Public Works

Mayor Wilson:

Per your request I would like to submit to the Council the following requests:

- A. Trucks with work (tool) bodies for Street Department – Carpenters (See Attached)

Line Item #7 – Streets Capital Budget had the following request: **Two (2) 3/4 Ton Trucks (Replace 513 & 552) - \$65,000.00 was not funded in FY2018**

Line Item #4 – Streets Capital Budget had the following request: **Asphalt Box (reclaimer/preheater) funded at \$58,000.00 - actual cost \$45,112.00 – surplus available of \$12,888.00**

Line Item #8 – Streets Capital Budget had the following request: **Two (2) Tool Bodies funded at \$11,000.00 for New Trucks not funded – surplus available of \$11,000.00**

Line Item #13 – Streets Capital Budget had the following request: **½ Ton Truck for Mosquito Control (Replaces 527) funded at \$25,000 – EM is funded for a new truck; surplus Colorado can be moved to Mosquito Control – surplus available of \$25,000.00**

Truck 513 is a 1999 Ford F-250 with 311,979 miles and truck 552 is a 1999 Ford F-250 with 297,466 miles – both units have exceeded their useable service life and have become prohibitively expensive to maintain.

In a cost minimization effort, we have determined the State of Alabama, through their surplus program, have two trucks available already equipped with tool bodies:

2013 Ford F-550 Diesel with tool body - 72,000 miles -	\$26,125.00
2013 RAM 3500 crew cab with tool body – 140,000 miles -	\$23,150.00
Total Cost of Two Surplus Trucks -	\$49,275.00
Available Surplus Capital Street Funds -	\$48,888.00
Additional Capital Funding Request (not to exceed) -	\$ 387.00



03/06/2018 09:41
richard.johnson

CITY OF FAIRHOPE, AL

P 1
poinquiry

PURCHASE ORDER

20182421-00 FY 2018

BILL TO

City of Fairhope
P.O. Drawer 429

Fairhope, AL 36533

VENDOR

TRUCK EQUIPMENT SALES INC

4700 RANGELINE RD

MOBILE, AL 36619

Tel# 251-666-8606
Fax# 251-666-8676

Requisition
2489

SHIP TO

MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Delivery Reference
asphalt hot box

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/27/18	000254	02/21/18		Streets Department

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	4 Ton Falcon Asphalt Recycler & Hot Box NJPA contract #052417 NO. OZ021518-676 ITEM NUMBER MI10259	1.00	EACH	45112.000	45,112.0
PO TOTAL					45,112.0

** END OF REPORT - Generated by Richard Johnson **

Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Tuesday, March 6, 2018 1:47 PM
To: Mayor Karin Wilson
Cc: Lynn Donnelly Maser; Michael Hinson; Lisa A. Hanks, MMC
Subject: Pier Project Update

Mayor Wilson:

As we complete the repairs to our five wooden piers due to damage as a result of Hurricane Nate I wanted to make you aware of cost overruns associated with the work. I have submitted to our Treasure the request for additional funding and I wanted to brief you, as I did in person yesterday, and ask that you update the Council by sharing this email. I ask this to alleviate the surprise factor for all our Elected Officials. Nobody likes to be surprised in this fashion.

To better understand the how we got to this point in the project it is important to understand how we scoped and advertised the work. The original Damage Assessment on the piers was used for the plans for the repair work. These quantities were best estimates of damaged observed. We did not have accessibility out to the piers to measure all damage to an exacting quantity. We had no way of knowing how many piles were critically damaged, so for each pier we requested a base quantity for "Each" pile, knowing that number could be zero or significantly more. In addition, once the contractor started work, some damage was greater than estimated, some less.

Also, we did all design, project letting, oversight and inspection "in house". I assigned oversight and inspection to two key Public Works Employees. They happily accepted the challenge and worked closely with the Contractor to deliver a first-rate product. The project as let, was to replace those portions of the piers that were significantly damage by the storm. These individuals, asked me the parameters of their ability to determine damage. My response was – "if it is bad, then let's replace it". In their zeal to deliver a good product for the City they authorized the Contractor, based on my broad guidance, to replace a larger portion of the pier's bents, stringers and decking than I would probably would have. By the time of my first site visit, the demo had been completed and there was no opportunity to revisit my definition of "bad".

All work is complete on North Beach, White Ave., Pier Ave. and Pecan Ave., the quantities requested to be paid have been field verified and signed off by those assigned to do such. For Orange Avenue, I was able to limit work to the extents of the plans. You and the Council may not be happy that the first 100 feet of the Orange Avenue pier is left in originally condition which is poor at best. We may want to seek a separate project to bring that untouched portion up to the new rebuilt standard of the other four piers and the bay side of Orange Avenue Pier. That is a conversation for another day.

I am requesting an increase in appropriation of \$56,603.00 to cover the increase in quantities related to the pier damage from Hurricane Nate. If there is blame to be assessed for this failure of oversight, it is mine and mine alone. I will insure to you and the Council that in the future I will do a better job of defining the allowances and parameters for project oversight assigned to subordinates. When establishing project documents with variable quantities, a more conservative approach will be used to determine those quantities and an allocation of some form of contingency will be included to provide a better financial buffer.

Please share this with our City Council members as you see fit. I would like to invite them individually to tour the completed work, I would be glad to join them, so they can see for themselves the value we have derived from this project. If you have any questions or concerns, do not hesitate to contact me.

Yours,

RDJ

Richard D. Johnson, P.E.

Public Works Director

richard.johnson@fairhopeal.gov

Office : 251-929-0360

Cell: 251-423-7418

RESOLUTION NO. 2932-17

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 Multiple Piers Repair Project after Hurricane Nate 2017 (DR-4349) for the Public Works Department (Bid Number 007-18) 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
Multiple Piers Repair Project after Hurricane Nate 2017

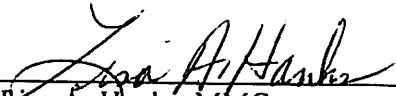
[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc. with the total bid proposal of \$193,211.00, is now awarded the bid for Multiple Piers Repair Project after Hurricane Nate 2017 for the Public Works Department (DR-4349). The City's portion is 12.5 percent (\$24,151.38).

Adopted on this 11th day of December, 2017



Karin Wilson, Mayor


Attest:



Lisa A. Hanks, MMC
City Clerk



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Jack Burrell, ACOMO, Council President

Thru: Lisa A. Hanks, MMC, City Clerk

CC: Honorable Karin Wilson, Mayor; Finance/Treasurer; File

Date: November 27, 2017

Subject: BID NO. 007-18 – Project No. PW002-18 Multiple Piers Repairs Project

Council President Burrell:

Based upon the certified bid tabulations (attached), the qualifying, performing low bid for the above referenced project was submitted by Asphalt Services, Incorporated (ASI) at \$193,211.00.

It is my recommendation that the qualifying low bid be accepted, and the contract awarded to Asphalt Services, Incorporated (ASI) for the sum of \$193,211.00.

Furthermore, there will need to be a corresponding appropriation of \$193,211.00 for this project. This project entails the repair to five (5) City-owned piers damage as the result of Hurricane Nate (October 7, 2017). Baldwin County has received a Presidential Disaster Declaration. This project will qualify for FEMA's Public Assistance Program to pay 75 percent of the approved costs incurred under Category G: Parks, Recreational Facilities and Other Items.

Furthermore, it is anticipated that Alabama Emergency Management Agency (AEMA) will match an addition 12.5 percent in Public Assistance. All engineering and construction oversight is being managed "in-house" and the expected cost to the City's General Fund is \$24,151.38 (12.5%).

If you have any questions or concerns, do not hesitate to contact me.

Yours,

RDJ

Attachments: Bid Tabulations



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
for Purchasing Manager

Karin Wilson
Mayor

Date: November 28, 2017

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

Re: Request Green Sheet and City Council Award of Bid No. 007-18, Multiple Piers Repair Project After Hurricane Nate 2017, for the Public Works Department

The Public Works Department has requested the procurement of services for rebuild, reinforcement, and repairs to five (5) City-owned piers that were damaged during Hurricane Nate in 2017. Work includes, but is not limited to: replacement of wooden piles, repair and/or replacement of pile caps (beams), stringers, decking, railings, steps, fishing docks, covered piers and all other pier related infrastructure(s) at the following City of Fairhope Piers:

- a. Orange Avenue Pier
- b. Pecan Avenue Pier
- c. Pier Avenue Boat Ramp Piers
- d. White Avenue Pier
- e. North Beach Park – South Pier

Bid No. 007-18 Multiple Piers Repair Project After Hurricane Nate 2017, was issued on November 11, 2017, a mandatory Pre-Bid Meeting was attended by three (3) potential bidders, an addendum was issued, and the Bid was opened publicly on November 27, 2017, at 9:00 a.m. See attached bid tabulation.

The Richard Johnson, Director of Public Works and EOR, recommends awarding this bid to the lowest responsive and responsible bidder, Asphalt Services, Inc for their bid of ONE HUNDRED NINETY-THREE THOUSAND, TWO HUNDRED ELEVEN DOLLARS (\$193,211.00) to make the needed repairs to City-owned piers damaged as the result of Hurricane Nate (October 7, 2017). Baldwin County has received a Presidential Disaster Declaration, Hurricane Nate (DR-4349). This project will qualify for FEMA's Public Assistance Program to pay 75 percent of the approved costs incurred under Category G: Parks, Recreational Facilities and Other Items.

Furthermore, it is anticipated that Alabama Emergency Management Agency (AEMA) will match an additional 12.5 percent in Public Assistance. All engineering and construction oversight is being managed "in-house" and the expected cost to the City's General Fund is \$24,151.38 (12.5%).

Please compose a greensheet and move forward for City Council to award Bid No. 007-18, Multiple Piers Repair Project After Hurricane Nate 2017 to Asphalt Services, Inc. for their bid of ONE HUNDRED NINETY-THREE THOUSAND, TWO HUNDRED ELEVEN DOLLARS (\$193,211.00) and authorize the Mayor to execute the associated contract.

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36553

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

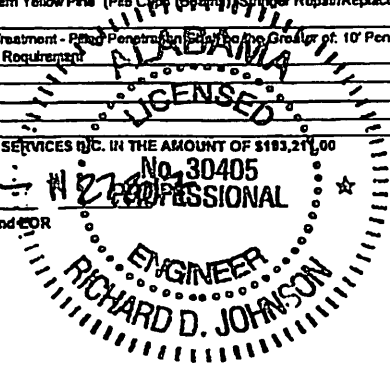
Printed on recycled paper

Cc, file

Date Advertised: November 17, 2017
 BID TABULATION and RECOMMENDATION
 BID NO.: 007-18 Multiple Piers Repair Project After Hurricane Hale 2017
 BID OPENING: November 27, 2017, 9:50 a.m.
 Note: Bid Bond no more than \$18,000.00

VENDOR:		Unit of Measure	Quantity	Asphalt Services, Inc		Smith Marine Contractors		GB's Construction	
Non-Confusion Statement & Bid Proposal Executed / Signed / Notarized				YES					
Signed Addenda: 1				YES					
State of AL Contractor's License				22479					
Bid Bond				yes					
GRAND AVENUE PIER		Cost/Unit	Total Price	Cost/Unit	Total Price	Cost/Unit	Total Price	Cost/Unit	Total Price
Pier Decking - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	192	\$28.00	\$5,376.00		NO RESPONSE		NO RESPONSE
Covered Pier - Approx. 22'x22' - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails, Pavilion Benches, Correction/Repair of the "Roofed" Hip Roof/Structure and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	484	\$42.00	\$20,328.00		NO RESPONSE		NO RESPONSE
Fish Dock - Approx. 18'x18' - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails, Transition Steps, Stairs to Bay Bottom and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	324	\$28.00	\$9,072.00		NO RESPONSE		NO RESPONSE
Beach Landing & Steps - Approx. 6'x12' - 2" Dimensional, No. 1, Pressure Treated, Southern Yellow Pine (Stringers, Footings, Handrails and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		EACH	1	\$700.00	\$700.00		NO RESPONSE		NO RESPONSE
Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement		EACH	each	\$368.00	\$368.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$36,832.00		NO RESPONSE		NO RESPONSE
PECAN AVE PIER									
Pier Decking - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	1200	\$28.00	\$33,600.00		NO RESPONSE		NO RESPONSE
Fish Dock - Approx. 12'x12' - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails, Transition Steps)		SF	144	\$26.00	\$3,744.00		NO RESPONSE		NO RESPONSE
Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement		EACH	EACH	\$368.00	\$368.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$37,700.00		NO RESPONSE		NO RESPONSE
PIERS - GENERAL									
Labor to install 1" diameter electrical conduit with hangers at 5'-0" spacing - City to provide all material		LF	600	\$2.00	\$1,200.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$1,200.00		NO RESPONSE		NO RESPONSE
PIER AVE BOAT RAMP PIER									
Pier Decking - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Rub Rails and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted) - Estimated 75% Damaged		SF	900	\$26.00	\$23,400.00		NO RESPONSE		NO RESPONSE
Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement		EACH	EACH	\$375.00	\$375.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$23,775.00		NO RESPONSE		NO RESPONSE
WHITE AVE PIER									
Pier Decking - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	1320	\$28.00	\$36,960.00		NO RESPONSE		NO RESPONSE
Fish Dock - Approx. 14'x14' - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Handrails, Transition Steps and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	198	\$26.00	\$5,096.00		NO RESPONSE		NO RESPONSE
Pier Landing, Handrails & Steps - Approx. 6'x12' - 2" Dimensional, No. 1, Pressure Treated, Southern Yellow Pine (Stringers, Footings, Handrails and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		LS	1	\$1,200.00	\$1,200.00		NO RESPONSE		NO RESPONSE
Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement		EACH	EACH	\$368.00	\$368.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$43,612.00		NO RESPONSE		NO RESPONSE
NORTH BEACH PARK - SOUTH PIER									
Pier Decking - 2"x6" No. 1, Pressure Treated, Southern Yellow Pine (Pile Caps (Beams), Stringer Repair/Replacement, Stairs to Bay Bottom and Specified Hardware Shall Be A Subsidiary Obligation of the Unit Price Quoted)		SF	1812	\$28.00	\$50,736.00		NO RESPONSE		NO RESPONSE
Replacement Piles - 12" (Min.) Diameter - 2.5 CCA Treatment - Piling Penetration Shall be the Greater of: 10' Penetration into ground or 1/3 total length of pile Contractor is to Determine the Length of Piling Needed To Meet This Requirement		EACH	EACH	\$368.00	\$368.00		NO RESPONSE		NO RESPONSE
SUB-PROJECT TOTAL					\$51,092.00		NO RESPONSE		NO RESPONSE
TOTAL OF ALL SUB-PROJECTS					\$183,211.00		NO RESPONSE		NO RESPONSE

RECOMMENDATION: AWARD BID TO ASPHALT SERVICES INC. IN THE AMOUNT OF \$183,211.00
 Richard Johnson, PE, Director of Public Works and COR



To my knowledge this is an accurate Bid Tabulation
 Clint Steadham, Buyer



MEMO

To: Michael Hinson, Treasurer

From:

Delores A Brandt
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Date: March 1, 2018

Re: Placing on City Council agenda approval of the **non-budgeted procurement** of one 80 ft flagpole to replace the deteriorating one located at the Rose Garden near the waterfront.

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The City needs to procure a new flagpole to replace the badly deteriorating one located in the center of the Rose Garden at the waterfront. Three quotes (attached) have been obtained. The lowest quote for the 80'flagpole is ELEVEN THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS (**\$11,958.00**), is from **Admiral Flag Poles, Inc.** of Columbus, OH 43213. This is a non-budgeted item. City Council requires their approval of all non-budgeted procurements over \$5,000.00.

See attached quotations:

Admiral Flag Poles, Inc.	\$11,958.00
Betsy Ross Flag Co	\$13,345.50
Dixie Decorations	\$13,450.00

Please place on the next City Council Agenda this request to approve the \$11,958.00 non-budgeted procurement of the 80 ft. flagpole to replace the one at the Rose Garden.

Cc, file, S. Botop, J Wolchina, C Steadham

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



5795 Westbourne Ave.
 Columbus, OH 43213
 PH: 614-864-7653
 Toll Free: 1-800-783-7653
 FAX: 1-800-830-6233

QUOTATION

Date: February 28, 2018

Clint Steadham
 City of Fairhope
 P.O. Drawer 429
 Fairhope, AL 36533

PROJECT: 80' Extra Heavy Duty Flag Pole – 3 Piece Shaft with Flush Joints

QTY	DESCRIPTION	UNIT COST	TOTAL
1	80' High Commercial Grade Flag Pole	\$11,958.00	\$11,958.00
	88' OAL – 12" Butt X 3.5" Top X .375 Wall		

Prices Include Delivery. Wind Loading – 105 mph. Model CG80 EXT

Each Flag Pole to include the following Accessories:

- 10" Gold Anodized Spun Aluminum Ball Ornament
- Single Heavy Duty Cast Aluminum Revolving Truck (Pulley)
- 3/8" Braided Nylon Halyard
- 3 – 12" Retaining Rings
- 3 - #2 Bronze Snaps with Covers
- 9" Cast Aluminum Cleat with Stainless Steel Fasteners
- Large Cleat Cover / Halyard Channel
- Spun Aluminum Base Collar
- Corrugated Steel Foundation Tube

Finish: Natural Clear Anodized

Delivery: Allow 7-8 Weeks

Michael A. Henne
 Michael A. Henne, President

Dee Dee Brandt

From: Clint Steadham
Sent: Thursday, March 01, 2018 8:51 AM
To: Dee Dee Brandt
Subject: FW: 80' Flag Pole

-----Original Message-----

From: Orders [mailto:infoafp@admiralflagpoles.com]
Sent: Thursday, March 01, 2018 8:39 AM
To: Clint Steadham <clint.steadham@cofairhope.com>
Subject: Re: 80' Flag Pole

Clint:

The 80' x 12" x .375 wall flag pole that was quoted has a 157 mph wind rating (without a flag attached). Depending on the flag size, this number is reduced to as low as 105 mph (when flying up to 20' x 30' in nylon). If there were extremely high winds forecast, we would strongly recommend that the flag be removed during that period. Let me know if you have any additional questions.

Mike

On 3/1/2018 8:33 AM, Clint Steadham wrote:

> Please send the wind loads on this flag pole. Thanks

>

> -----Original Message-----

> **From:** Orders [mailto:infoafp@admiralflagpoles.com]
> **Sent:** Wednesday, February 28, 2018 3:26 PM
> **To:** Clint Steadham <clint.steadham@cofairhope.com>
> **Subject:** 80' Flag Pole

>

> Clint:

>

> Attached is my revised quotation on the 80' tapered aluminum flag pole that we spoke about. Note that I have made the changes that you requested and added one new item - the 3 internal halyard retaining rings. We have found that the addition of the retaining rings on the side of the halyard that holds the flag is a good addition that keeps the halyard and flag tighter against the pole. Finally, the price shown for the flag pole - thru March - is 5% off our current internet price.
> We would actually hold this price through April, if necessary.

>

> Please let me know if you have any questions.

>

> Mike

>

Dee Dee Brandt

From: Clint Steadham
Sent: Thursday, March 01, 2018 8:51 AM
To: Dee Dee Brandt
Subject: FW: 80' Flag Pole
Attachments: FAIRHOPE AL 80 EHD QUOTE.doc

-----Original Message-----

From: Orders [mailto:infoafp@admiralflagpotes.com]
Sent: Wednesday, February 28, 2018 3:26 PM
To: Clint Steadham <clint.steadham@cofairhope.com>
Subject: 80' Flag Pole

Clint:

Attached is my revised quotation on the 80' tapered aluminum flag pole that we spoke about. Note that I have made the changes that you requested and added one new item - the 3 internal halyard retaining rings. We have found that the addition of the retaining rings on the side of the halyard that holds the flag is a good addition that keeps the halyard and flag tighter against the pole. Finally, the price shown for the flag pole - thru March - is 5% off our current internet price. We would actually hold this price through April, if necessary.

Please let me know if you have any questions.

Mike



Betsy Ross Flag Company

City of Fairhope
Attn: Clint Steadham
555 South Section Street
Fairhope, AL 36532

March 1, 2018

80 Foot "CONTINENTAL FLAGPOLE" QUOTE

(1) 80' x 12" base x 4" top x .375" wall (88' overall length) 3-PIECE flagpole, Clear Anodized Finish, includes the following:

- 144 mph unflagged wind speed
- Patented, heavy duty gold anodized aluminum ball top
- Heavy duty single sheave revolving truck with dual SEALED bearing assemblies
- Heavy duty 3/8" rope halyard #12 polyester
- Two heavy duty brass flagsnaps with covers
- Heavy duty 5/8" ball stem
- Heavy duty cast aluminum collar
- 9" cast aluminum cleat, cleat cover and 5' halyard channel
- Galvanized 16-gauge corrugated steel ground sleeve with steel grounding spike

The retail price for the above pole = \$16,594.00. Your cost would = \$12,445.50

Estimated freight +	900.00

Grand Total =	\$13,345.50

Thank you for your inquiry!

Jenni Robison
BETSY ROSS FLAG CO. INC.

251-540-2246
705 W Magnolia Ave, Foley AL 36535

800-681-3580



February 28, 2018

TO: Clint Steadham

REF: Requested flagpole quote

Clint:

As you requested, here is my quote on one (1) eighty (80') foot CLEAR ANODIZED flagpole.

Specifications for this flagpole are as follows:

Exposed height	80 feet
Overall height	88 feet
Number of sections	three (3)
Butt diameter	twelve (12") inches
Top diameter	four (4") inches
Wall thickness	.375" inches (3/8")
UNFLAGGED MAX wind speed	174 MPH
FLAGGED MAX wind speed	105 MPH
Suggested flag size	20' X 30'
Weight	1,360 pounds

Included with quoted price for flagpole:

- Freight to Fairhope, AL
- Spun aluminum ball for top of flagpole
- Cast aluminum revolving truck
- Halyard
- Two (2) swivel snaps with covers
- Cast aluminum cleat
- Aluminum flash collar
- Foundation sleeve
- Steel base plate with support plate and lightning ground spike
- Locking cleat cover (CLEAR) with cylinder lock
- Eight (8') foot (CLEAR) halyard cover

Estimated delivery time AFTER an order is placed is five (5) to seven (7) BUSINESS weeks.

Price quote:

80 foot CLEAR ANODIZED flagpole \$ 13,450.00

If you have any questions on this quote, please feel free to call me TOLL FREE at 800-423-4260.

I look forward to hearing from you soon with the results of this quote.

Sincerely,

Jerry Fulmer

A handwritten signature in black ink that reads "Jerry Fulmer". The signature is written in a cursive, flowing style.

Vice President

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

THURSDAY, 15 MARCH 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 26 February 2018 Regular City Council Meeting, minutes of 26 February 2018 Work Session, and minutes of 26 February 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Resolution – That the City Council approves the selection of Volkert, Inc. for Professional Engineering Services for RFQ No. PS013-18, Rehabilitation of Wastewater Collection System; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.
6. Resolution – That the City of Fairhope accepts the Alabama Clean Vessel Act Grant award from ADEM and authorizes the Mayor to serve as the Authorized Official who will sign pay requests and other grant related documents on behalf of the City.
7. 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 via GovDeals.
8. Resolution – That the City of Fairhope has voted to procure Professional Show Design and Fireworks for the City of Fairhope from Zambelli Fireworks with a cost not to exceed \$15,000.00.
9. Resolution – That the City of Fairhope approves the procurement of Neptune Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2018, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 450 Gas Meters and accessories at a not to exceed annual cost of \$62,508.25.
10. Resolution – That the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2018, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 450 ERTS at \$75.00 per unit at a not to exceed annual cost of \$33,750.00.

11. Resolution – That the City of Fairhope has voted to purchase four (4) Vehicles (2018 Chevy Tahoe SUV) for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The Total Cost for four is \$128,048.40 (\$32,012.10 each).
12. Resolution – That the City of Fairhope has voted to purchase two (2) Vehicles (2018 Ford F250 Crew Cab 4x2 pickup trucks) for the Water and Sewer Departments; and the vehicles are available for direct procurement through the Alabama State Contract T191A and therefore does not have to be let out for bid. The total cost is \$54,490.00.
13. Resolution – That the City of Fairhope has voted to purchase Kronos Timekeeping System: Workforce Manager V8 (Software and Gold Support) for the IT Department from Kronos, Inc. with a total cost of \$6,148.80.
14. Resolution – That the City of Fairhope hereby amends the Budget for the FY 2017-2018 as recommended and presented for Streets Capital Purchases – Vehicles & Equipment.
15. Site Plan Review – Request of Hutchinson, Moore & Rauch, LLC, on behalf of Baldwin County Eastern Shore Hospital Board (facility operated by Thomas Hospital/Infirmary Health), for approval of a parking lot addition to Thomas Hospital consisting of impervious parking surfaces covering 70.4% of the site – located on the East side of Greeno Road.
16. Site Plan Review – Request of Larry Smith, PE with S.E. Civil Engineering, on behalf of Fairhope Single Tax Corporation and John S. Wise, III, for approval of Bancroft and Pine Mixed-Use Development, a 22-Unit project – located at on the southeast corner of the intersection of Bancroft Street and Pine Street, at 106 N. Bancroft Street; and approved contingent upon conditions recommended by the Planning Commission.
17. Application for a Restaurant Liquor License by Michael Lane, for Cactus Cantina, LLC d/b/a Cactus Cantina of Fairhope, located at 108 North Section Street, Fairhope, Alabama.
18. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by The Fairhope Volunteer Fire Department Inc. for the “Fairhope Volunteer Fire Department BBQ Cook-Off” located on Equality Street between Section Street and Bancroft Street in Fairhope, Alabama on April 7, 2018 from 6:00 a.m. to 11:00 p.m.
19. Request – Erin Langley, Eastern Shore Repertory Theatre, Inc. – Approval of Application and Request to use Henry George Park for their performances in 2018.
20. Public Participation – (3 minutes maximum)
21. Adjourn

**City Council Work Session - 4:30 p.m.
on Thursday, March 15, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Thursday, March 15, 2018 – Council Chambers**

Next Regular Meeting – Monday, March 26, 2018 - 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, 26 February 2018.

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

There being a quorum present, Council President Burrell called the meeting to order. Council President Burrell announced that the next City Council meeting was being moved from Monday, March 12, 2018 to Thursday, March 15, 2018 due to several Councilmembers and the Mayor attending the National League of Cities Convention. The invocation was given by Reverend Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited.

Council President Burrell stated Agenda Item Number 13: a resolution that Mayor Wilson is hereby authorized to execute a Trademark Licensing Agreement with Lucy Goose, LLC d/b/a The Fairhope Store for use and display the Marks in connection with the promotion of the City of Fairhope, as further described in Exhibit A with terms of the Agreement being 20 years was being pulled at the request of City Staff; and there is a need to add an agenda item after Agenda Item Number 17: a resolution that That Mayor Karin Wilson is hereby authorized to execute the Agreement with the Baldwin County Board of Education regarding the City's donation of \$350,000.00 to the Board for use in the following schools: Fairhope Elementary, Fairhope Intermediate, Fairhope Middle, Fairhope High and J. Larry Newton. The donated funds are to be used strictly in conformance with the Fairhope Education Advisory Committee's "Approved List" which is attached to the Agreement as "Addendum A"; and with the Agreement.

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

Councilmember Robinson moved to approve minutes of the 15 February 2018, regular meeting; minutes of the 15 February 2018, work session; and minutes of the 15 February 2018, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

26 February 2018

Mayor Wilson addressed the City Council and gave the following statement for the Mayor's Report:

We keep touting how unique Fairhope is. How special. A great place to retire. A great place to raise a family.

Yet, when you get right down to it, Fairhope really is no different from any other city in Alabama or even our country when it comes to public safety.

We read about shootings in schools in other cities in other states. Yet we had our own gun issue at the middle school recently. We hear about the drug problems cities near and far are dealing with and Fairhope has its share of these problems.

Drug related crimes are on the rise. We cannot ignore this. All types of major crimes including white collar crime, public corruption and homicides are on the rise and we cannot allow them to find a home in Fairhope.

Public Safety, above all else, is city government's number one responsibility. You expect us to keep your schools and city streets safe. We owe you that. And this priority starts now, before we read about a shooting at one of OUR schools, or a drug-driven crime gone horribly wrong in Fairhope or a homicide next door.

Two new resource officers reported for duty this morning at the Fairhope High school and Fairhope Middle School.

Once part-time positions combined with other responsibilities within the police department, these positions are now devoted strictly to our schools.

It takes a special dedicated person to want to serve in this position and I want Bunky Bishop and Shane Nolte to know how much I value their service. I know our students and their parents will greatly appreciate their presence.

Since I've taken office, whenever positions become open, it has been my goal to look at the most critical needs of the city and use this opportunity to incorporate these needs into the new job descriptions.

The position of sergeant, which opened up with one of the transfers of the resource officer, provides us with the perfect opportunity to fill one of the most critical jobs and responsibilities this city will ever have – public safety.

26 February 2018

The unprecedented growth Fairhope is experiencing opens the door to opportunities – not all of them positive. We want to keep Fairhope a desirable and SAFE place to live.

I have filled the open position of Sergeant as a hybrid position that will fill what the City needs NOW.

This position will be filled by a man whose record is impeccable. There is no replacement for his experience:

- As a certified instructor for the State of Alabama in Gang Violence
- He has a BA in Psychology from University of South Alabama
- He is a graduate of Southwest Alabama Police Academy
- He is a graduate of the 192nd FBI National Academy
- He is a recipient of awards and certifications too numerous to mention here

He has

- 26 years in the corporate environment with management, auditor and security responsibilities
- 30 years of law enforcement including positions as:
 - Investigator, District Attorney's Office
 - Chief Investigator, Mobile County District Attorney's Office
 - Office of Prosecution Services, Executive Protection
 - Chief Enforcement Officer, Governor Riley's Gambling Task Force
 - Special Agent for the Alabama Ethics Commission
 - And currently serves as the Chief of Ethics for the State of Alabama

It is my extreme pleasure to announce to you tonight our newest member of the Fairhope Police Department, Forrest Anthony Goubil. (Goes by Tony Goubil)

I feel tremendously grateful to have snagged someone of this caliber to serve the City of Fairhope.

Councilmember Robinson thanked everyone who came out for Arbor Day and thanked the Tree Committee for their work with this event.

Councilmember Conyers gave condolences to the Mayor and Family of Betty Joe Wolff who recently passed away; and his thoughts and prayers are with you.

Councilmember Brown said he sends thoughts and prayers to Family.

Councilmember Boone said he too sends thoughts and prayers to Family.

26 February 2018

Council President Burrell also said he sends thoughts and prayers to Family. He said Ms. Wolfe is a great loss and was a "Treasure" to the City.

Councilmember Boone moved for final adoption of Ordinance No. 1612, an ordinance to amending Ordinance No. 1510 and Ordinance No. 1573 known as the Personnel Rules, Policies and Procedures Ordinance; Section 11.01 Selection of Members for Personnel Board. (Introduced at the February 15, 2018 City Council Meeting) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add Two Part-Time Marina Workers at Grade 11. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2998-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the following Job Position; and the Job Description and Grade of Pay for same:

Addition:	Job Positions	Grade of Pay
	Two Part-time Marina Workers	11

ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

26 February 2018

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 one (1) John Deere 3038E Compact Utility Tractor; Allied Terra Spike SL6 Tine Machine for the Golf Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB)); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$42,291.66. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2999-18

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 one (1) John Deere 3038E Compact Utility Tractor; Allied Terra Spike SL6 Tine Machine for the Golf Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB)); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$42,291.66.

Adopted on this 26th day of February, 2018

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 the City of Fairhope has voted to purchase a one (1) John Deere 1550 TerrainCut Commercial Front Mower with 72-inch Fastback Rear Discharge Deck for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB)); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$22,056.17. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

26 February 2018

RESOLUTION NO. 3000-18

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 one (1) John Deere 1550 TerrainCut Commercial Front Mower with 72-inch Fastback Rear Discharge Deck for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB)); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$22,056.17.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Trench Box, PRONAL Inflatable Trench Shield SmartShore, for the Fairhope Utilities; from Consolidated Pipe and Supply Company, Inc. as Sole Source Distributor for the Mobile, Alabama area; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$10,500.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

*

*

26 February 2018

RESOLUTION NO. 3001-18

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 Trench Box, PRONAL Inflatable Trench Shield SmartShore, for the Fairhope Utilities; from Consolidated Pipe and Supply Company, Inc. as Sole Source Distributor for the Mobile, Alabama area; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$10,500.00.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Pickup Truck, 2012 Ford F150 Extended Cab 4WD, for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$20,262.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

*

*

26 February 2018

RESOLUTION NO. 3002-18

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 Pickup Truck, 2012 Ford F150 Extended Cab 4WD, for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$20,262.00.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers for Professional Services to perform website development, visionLIVE subscription services, and/or other extra work and services as required by the City's IT Department (RFQ No. PS012-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; establish a not-to-exceed limit of \$30,921.00 for a three-year total amount; and to execute the associated contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3003-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers for Professional Services to perform website development, visionLIVE subscription services, and/or other extra work and services as required by the City's IT Department (RFQ No. PS012-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; establish a not-to-exceed limit of \$30,921.00 for a three-year total amount; and to execute the associated contract.

DULY ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

26 February 2018

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby amends and approves the new membership fees for the City of Fairhope Recreation Center and Fairhope Municipal Pool. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3004-18

WHEREAS, the City Council adopted Resolution No. 2995-18 approving the new membership fees for the Fairhope Recreation Center and Fairhope Municipal Pool on February 15, 2018; and

WHEREAS, there were inadvertently several errors in the proposed fee schedules that need to be amended due to multiple issues; and

WHEREAS, The City of Fairhope hereby amends and approves the following membership fees for the City of Fairhope Recreation Center which includes pool, gyms, fitness, etc. (attached as Exhibit A), the City of Fairhope Municipal Pool (attached as Exhibit B).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the amended and proposed fees shall take effect March 1, 2018.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that any resolution or part(s) thereof, in conflict with this resolution is hereby repealed.

ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

26 February 2018

Exhibit "A"

FAIRHOPE RECREATION CENTER MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for Fairhope Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$40.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$70.00
Pickleball Monthly	\$35.00
Personal Training - 10 Sessions	\$360.00

26 February 2018

Exhibit "B"

FAIRHOPE MUNICIPAL POOL MEMBERSHIP RATES

Membership Rates within the Corporate City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$30.00	\$60.00	\$150.00
Couple	\$45.00	\$105.00	\$230.00
Family (Immediate family members)	\$55.00	\$135.00	\$280.00
Senior Single (60 and over)	\$25.00	\$50.00	\$125.00
Senior Couple (60 and over)	\$40.00	\$70.00	\$175.00

Membership Rates outside of the Corporate City Limits			
Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$55.00	\$110.00	\$200.00
Couple	\$65.00	\$140.00	\$250.00
Family (Immediate family members)	\$80.00	\$205.00	\$330.00
Senior Single (60 and over)	\$40.00	\$100.00	\$175.00
Senior Couple (60 and over)	\$50.00	\$125.00	\$200.00

Other Rates for Fairhope Municipal Pool	
Day Pass Residential	\$5.00
10-Day Pass Residential	\$40.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$70.00

Pool Party	
During Hours - Group Fee up to 20 People (No more than 20 people allowed)	\$100.00
Private - Group Fee up to 50	\$200.00
Private - Over 50 people an additional	\$50.00

26 February 2018

Councilmember Robinson moved to grant the request of Andy Tubertini, The Fairhope Rotary Club Foundation, requesting approval of Rotary Steak Cook-Off on May 11, 2018 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 John Matus, Jr. for Point Clear Rotary Club, Inc., for the 2018 Taste of Rotary located at 161 North Section Street, Fairhope, Alabama on April 17, 2018 from 6:00 p.m. to 10:00 p.m. Councilmember Robinson 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 Beer/Wine Off-Premises Alcoholic Beverage License for Freds Stores of Tennessee, Inc., Fred's Store #1565, located at 51 South Greeno Road, Fairhope, Alabama. Councilmember Robinson 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 Restaurant Liquor License by Will D. Carlton, Jr. for District Hall, LLC d/b/a District Hall, located at 761 Nichols Avenue, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute the Agreement with the Baldwin County Board of Education regarding the City's donation of \$350,000.00 to the Board for use in the following schools: Fairhope Elementary, Fairhope Intermediate, Fairhope Middle, Fairhope High and J. Larry Newton. The donated funds are to be used strictly in conformance with the Fairhope Education Advisory Committee's "Approved List" which is attached to the Agreement as "Addendum A"; and with the Agreement. The motion was seconded by Councilmember Brown.

Council President Burrell stated he was concerned with not seeing results from the previous appropriations to the schools. Council President Burrell said he would support the appropriation and the recommendation this year, but will not next year without getting results. Councilmember Brown replied that he would have the results at the next meeting. After further discussion, motion passed unanimously by voice vote.

26 February 2018

RESOLUTION NO. 3005-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the Agreement with the Baldwin County Board of Education regarding the City's donation of \$350,000.00 to the Board for use in the following schools: Fairhope Elementary, Fairhope Intermediate, Fairhope Middle, Fairhope High and J. Larry Newton. The donated funds are to be used strictly in conformance with the Fairhope Education Advisory Committee's "Approved List" which is attached to the Agreement as "Addendum A"; and with the Agreement.

ADOPTED ON THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ADDENDUM "A"

It is our recommendation, and the Principals' request, that the City Council distribute the \$350,000 currently earmarked in the city budget for use in the 2018-2019 school year as follows:

High School	\$70,000	Math Intervention Teacher
Middle School	\$70,000	Math Intervention Teacher
Intermediate School	\$70,000	Math or Reading Intervention Teacher*
JLN Elementary	\$70,000	Math Instructional Coach
Elementary	\$70,000	Math or Reading Intervention Teacher*

Intervention Teachers work directly with students identified through RTI; *Instructional Coaches* work directly with teachers to develop strategies and breakdown data to improve teacher instruction.

*The need for either a Math or Reading Intervention Teacher will depend upon the need, as identified by test results.

26 February 2018

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

- 1) Billy Wise, 104 Par Circle, addressed the City Council regarding the Entertainment District. He said this ordinance will change the basic character of Fairhope; and this ordinance is not in the best interest for Fairhope.
- 2) David Ziegler, 212 Manor Boulevard, addressed the City Council and requested that the City Council vote the Entertainment District Ordinance down; and echoed what Mr. Wise stated.

Councilmember Boone 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 6:40 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session at 4:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 26 February 2018.

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

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

The following topics were discussed:

- The first item on the agenda was the discussion of the Utilities Department Priority Projects by Operations Director Richard Peterson who presented the City Council with the attached handout. Mr. Peterson explained the main priorities for each Utility. The four lift stations, transmission system, Church Street outfall line, pumps at South Section and Fels, City drainage issues, and cast-iron replacement pipe. He mentioned we need to get RFQs out from civil engineering. The other main priorities are Fairhope to Ingleside outfall; mapping system upgrade; rehabilitation on Middle Street/Valley basin and aged infrastructure; Fels Avenue lift station; and Grand Hotel Project with lift station. Mr. Peterson mentioned a 12-month study for ground water management; and assessment of Gas system based on population density. The City Council discussed several ways of possible financing these projects.
- The Discussion for Fairhope Avenue Drainage Improvements: Public-Private Partnership by Public Works Director Richard Johnson was next on the agenda. Mr. Johnson explained the Portico Site and Fairhope Avenue drainage issues; and Chris Haley was willing to work with the City as a partnership to correct the issues: the City would provide the materials with an estimated cost of \$95,000.00; and Mr. Haley would install pipe and structures, engineering design, etc. Council President Burrell questioned this being our problem. Mr. Johnson replied there are flooding issues at inlets. Mr. Haley stated an easement would be granted to the City for maintenance of the drainage system. Mr. Johnson said a memorandum of understanding would be prepared for this partnership. The consensus of the City Council was to proceed with materials and get the memorandum of understanding prepared.
- City Treasurer Michael Hinson gave a Presentation of All Account Balances to the City Council; and explained the main points for them to look at. Council President Burrell requested the specifics of what funds can be used for.
- Councilmember Brown discussed the recommendation from the Education Advisory Board for the five Fairhope schools. He explained the need for “Intervention Teachers” and read the memo to the City Council with recommendation; and said this simplifies what schools use the funds for.

Councilmember Robinson said he was concerned we would be funding a permanent position. Councilmember Brown stated this is a one-year commitment. Council President Burrell said he was not for full-time positions; and this is not what we first began for the Education Advisory Committee and the schools. He said this has changed six time since the onset; and we need Resource Officers in our schools and to purchase K-1 Center. Councilmember Conyers also said we need Resource Officers in our schools; and questioned if the "Intervention Teachers" is to replace the reading program that we funded. The consensus of the City Council was to accept and fund the recommendation of the Baldwin County Board of Education, principals, and the Education Advisory Committee for the "Intervention Teachers."

- Councilmember Conyers asked for BJ Smith with Shorecombers to address the City Council. Ms. Smith explained the Trash Blast program for Mobile and Baldwin Counties. She said it would mobilize \$250,000.00 through volunteers. She showed the litter bag for picking up trash and this program would be combined with the stormwater markers. There would be teams at each watershed. Ms. Smith was requesting \$2,160.00 to help fund the litter bags for volunteers. The consensus of the City Council was to move forward and fund the \$2,160.00.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

UTILITY INFRASTRUCTURE IMPROVEMENT PLAN

PHASE I

GENERAL:

During the City Council meeting of February 15, 2018, and one council meeting past when the 2017 – 2018 fiscal year budget was approved, the discussion regarding capital spending was discussed. It was discussed because the proposed capital spending budget (plan) was removed from the budget that was approved. The City Council indicated their desire to consider capital spending projects but required the submission of a formal plan to make these decisions. There was no definition as to what the formal plan should consist of, or why the basic conclusions of the Goodwin, Mills and Cawood, GMC, report were not sufficient evidence of the need to improve the wastewater system's transmission capacity. Nor was there justification explained why Fairhope should not proceed with the specific projects recommended in the report. The recommendations of the report are attached as Exhibit A of this plan.

There was further discussion regarding the financing of the recommended infrastructure improvement plan that was submitted, but not included in the approved budget. The proposed Capital Spending Plan, removed from the approved budget, listed a three-year capital improvement plan with proposed rate increases to cover the debt service. The major concepts of this plan were discussed during the department head reports prior to the mayor submitting her budget recommendation to the council.

A very similar Capital Spending Plan to this proposal was submitted to the City Council prior to the approval of the 2016 – 2017 budget but was also removed from consideration at that time. This proposal was originally submitted during a time when the Federal Fund Rate was 1.0%. In December of 2017, the rate was 1.5%. Interest rate projections for 2018 anticipate another rate hike up to 2.0% with a projected increase to 3% by 2020. The steady increase in rates will only increase the cost of borrowed money.

My recommendation was to borrow the money through any conventional funding plan while the interest rates were low and while knowing our cash reserves for all our Utilities could be absorbed very quickly if we were to sustain a major natural disaster. I would recommend we look at a minimum two-month reserve fund for utilities, which would require \$6,500,000.00 in available funds for a natural disaster recovery effort. These funds would provide the needed recovery cost to any such disaster, which can be significant as mutual aid contractors are generally on overtime rates, while materials can be at a premium cost due to supply. A three-month reserve would be more desirable, in my opinion, as it would provide a more comfortable cash position for recovery and give us strength in our credit rating so borrowed money can be at a minimal interest rate. Plus, as we go through our power pole survey, meter accuracy evaluation and sewer rehabilitation program, I expect to find unanticipated costs in these

efforts that we should be prepared to fund out of pocket. All these described issues, from interest rates to reserve fund balance to unexpected rehabilitation needs are rationale for my original recommendation, which I continue to support.

The Capital Improvement plan submitted to the City Council was for a three-year plan to implement known infrastructure needs. These needs include 1.) Electric Substation Capacity Improvements, 2.) Cast Iron Gas Main Replacement, 3.) Water Transmission Improvements, and 4.) Wastewater Rehabilitation and Capacity Improvements. There was also funding to renovate the Pecan Street Building to house the Utilities and Public Works Departments. The renovation would provide a safe room for first responders who would support any recovery work due to natural disaster type occurrences, such as tornados and hurricanes. These types of disasters can occur in our area and can result in severe damage to property, including utility and public works infrastructure systems.

The proposed Capital Improvement and Financing Plan was to give us three years to implement known rehabilitation needs to vital portions of our infrastructure. At that point in time, we would have a much better picture of our position, in terms of possible alternative wastewater plant sites to mitigate second tier capacity improvements, the condition of the sewer system and how significant the rehabilitation needs are, based on the progress of the assessment team. The second-tier capacity improvements will be to upgrade capacity or replace certain "major" lift stations, the possible extension of certain force main sewers to bypass existing lift stations (that may defer the upgrade and/or replacement recommendations), beyond the four major pumping stations defined in the GMC Capacity report. For the most part, these lift stations were not built to carry the added load they now serve. We would then be able to upgrade certain lift stations to increase the added capacity anticipated with new growth.

Please know, as we move forward we will continue to work with developers to find ways to build additional capacity in certain areas that fit any master plan we are able to develop. This work will need to be based on a model of the wastewater system, which was first recommended as being accomplished in-house with a new engineering department. The new engineering department would assist in the phased infrastructure improvements, maintain an up to date mapping system, improve our SCADA capability and work with developers on the required infrastructure needs of each development. The recommendation to establish the engineering department was not funded, and therefore, the mapping improvements will be recommended as a tier one project using outside consultants.

TIER ONE WASTEWATER PROJECTS:

The Tier One wastewater projects are transmission related projects to improve the transmission capacity of the system from the four major pumping stations that are identified in the GMC report to the wastewater treatment plant. Since upgrades to all lift stations are recommended in the GMC report, and growth continues to occur, it is prudent to add this transmission capacity to the system prior to increasing the capacity of the first-tier lift stations.

Tier one wastewater projects; projects that are recommended for immediate approval, include:

1.) Church Street Outfall Transmission System:

The Church Street Outfall Transmission System begins at Fels Avenue and Church Street and consist of a 12" diameter gravity sewer main that flows to the wastewater plant. Flow from the Fels Avenue lift station and the South Section Street lift station discharge into this outfall system through a manhole on Fels Avenue. The current capacity of the 12" gravity main is between 1,000 and 1,250 gallons per minute. Variances in flow can result from entrance and exit losses in manholes as flow continues downstream and into the next downstream portion of the 12" gravity main. This outfall gravity main was identified as at, or near, capacity.

This project would consist of a complete survey of the Church Street Right of Way to determine the existing location of all infrastructure and identify any upgrade requirements for storm drains, water mains and gas mains, with special attention given to the wastewater transmission system.

Once the survey is complete, engineering estimates for costs relating to various options to improve the wastewater conveyance system, including: 1.) A new 16" force main, 2.) Pipe bursting of the 12" gravity main to upsize the existing 12" main to an 18" gravity main with minimal impact to the existing pavement, 3.) A new 18" gravity main, or 4.) A consideration to re-route the force main one block west of Church Street to Summit Street where known and discovered conflicts may be avoided to reduce the overall cost.

This project may also be an opportunity to incorporate moving any overhead power distribution and services to underground distribution and services, cast iron gas main replacement, water system upgrades to improve fire protection in the downtown area, storm water infrastructure, pedestrian walks and the streetscape. The total cost of the wastewater transmission upgrade includes just over 4,000 linear feet of parallel or replacement main. The cost of the wastewater portion of this work is estimated at \$350,000.00. We can be selective with the other options, depending on the final recommendation, available resources and priority.

2.) Bayou Drive, Fairwood Blvd. and Fairhope Ave. Transmission System:

This outfall system extends from the plant along Bayou Drive to Fairwood Blvd. and from Fairhope Avenue to Ingleside, where the 16" force main from the "Doghouse Lift Station" discharges into a manhole where an 18" gravity line carries the flow west on Fairhope Avenue to Fairwood Blvd. and then to Bayou Drive and to the Wastewater Plant, where it continues to pick up gravity flows from the surrounding area. This outfall gravity main was identified in the GMC report as at, or near, capacity.

With the possible by-passing of the "Doghouse" Lift Station of force mains serving the Intermediate School Lift Station and Thompson Hall Road Lift Station, this project would extend the force main from Ingleside Avenue with an 18", 21" or 24" force main to the wastewater plant. The size of this force main should be analyzed based on a combination of future flow,

velocity and total head loss relative to the pumping capacity of the potential pump stations that would be connected to it.

This plan would require a survey of the three Rights of Way where the added force main would be installed. I would anticipate the consideration for improvements to any existing sanitary sewer, storm water, cast iron gas or water main infrastructure that requires rehabilitation, or capacity improvement. The wastewater system improvement work consists of approximately 5,800 linear feet of new force main with a cost ranging from \$450,000.00 to \$600,000.00.

Any additional work, such as storm sewer improvement, cast iron gas main replacement or water system upgrades would be considered based on available resources and priority. These considerations can be determined from the survey of the Rights of Way and our mapping information.

3.) GIS Mapping Modifications for Asset Management and Modeling Capability:

These proposed modifications to our existing GIS utility map will structure the utilities where they can be used for modeling, where master planning can be accomplished for continued growth, and asset management can be better managed as we use the base maps, with modifications to store information developed during the rehabilitation and capacity upgrade work, for future reference. Please know the requested engineering department should be approved and in place as we get final results from this mapping upgrade work. This will be to have personnel in place to manage the proper upkeep and storage of the infrastructure work within this mapping framework. This work is estimated to cost \$55,000.00.

4.) Fells Avenue Lift Station Rehabilitation:

The Fells Avenue – Mobile Street Lift Station has served Fairhope well. The existing station is a Wet Well/Dry Well type lift station, which allows the belt driven, suction lift pumps to be used without having any significant above grade structures to house the pumps. This style of lift station was installed to protect the view of the bay and minimizes the focus on this necessary item of wastewater infrastructure. This pump station also receives flow from the Pier Street Lift Station, which collects flow from the Bayfront and inland to Summit (more or less) and as far south as Sweet Water Circle. Tier Two considerations will evaluate the Pier Street lift stations and the lift stations that feed into the Pier street Lift Station.

The condition of the Fells Avenue Lift Station is poor. The pumps experience periodic clogging in the suction end of the pump and oftentimes require a significant effort to clear the obstruction, one rotating assembly is held to the support framework with tie down straps. The electric panel is operable, but quite old and subject to failure at any time. There is some deterioration of the existing wet well where sewer gases promote acidic conditions on the underside of the lid and walls of the wet well attack the integrity of the concrete structure.

This proposal will be to replace the existing lift station with a convention submersible pump type lift station. We propose an 8' diameter fiberglass wet well to mitigate future deterioration

issues from sewer gases, a duplex style system, which uses two alternating pumps where pumping redundancy is provided for periodic maintenance of pumps and controls, a bypass connection for bypass capabilities using our recently acquired dry prime, bypass pump(s) and a manual transfer switch with a quick connect plug that matches a generator, which could be used for major power outages. An odor control feature for this location is also recommended. The anticipated cost of this proposal is \$125,000.00.

5.) Grand Hotel Lift Station Assessment and Collection System Evaluation:

The Grand Hotel Lift Station is located approximately 125 feet south of the main entrance of the hotel and adjacent to the Scenic 98 Right of Way. The lift station is in the parking lot of the maintenance and security area of the complex. This lift station collects flow from the low-pressure system on Scenic 98 south of the Grand Hotel and around County Road 1 to Pelican Point, the force main on U.S 98 to just east of Keller Road and portions of the Lakewood Subdivision that lay west of the golf course.

This lift station has corrosion issues in the wet well from some of the low-pressure systems that pump to it. There are three pumps installed in the lift station. One pump can perform on a stand-alone basis while the other two pumps are set up to pump in series. The collection systems of the hotel and County Road 1 seem to experience high flows with each intense rain event, which stresses the lift station and has caused the lift station receiving this waste from the Grand Hotel Lift Station on Twin Beech Road to overflow.

I recommend we contract with an engineering firm to evaluate the condition of the lift station, confirm the pumping capacity of the pumps with the pump curve and explore why two pumps run in parallel while the third pump can be used as a stand-alone pump, video and smoke test the collection system within the Grand Hotel property to check the physical condition and integrity collection system and validate the force main capacity.

We need to work with the hotel on easements and some form of maintenance agreement to have rights of ingress and egress to any components of our system that are within the property. We may have discussions that involve water metering each building separately where better tracking of water usage and possible leak detection can be achieved. This is a first-class facility and I believe we need to work with the hotel to evaluate and correct any water and sewer deficiencies on that property. I am positive the hotel would be in favor of working with us.

This study will give us a better plan going forward where options for renovating versus replacing the lift station will be tangible. The condition of the internal infrastructure, such as water metering and wastewater collection, will be identified. This will give us a framework for discussions that can lead to an operation and maintenance agreement for the internal infrastructure where water system flushing, water metering and wastewater system maintenance can be managed by Fairhope Utilities. The cost of a study described herein is estimated at \$35,000.00.

WATER PROJECTS:

The site of Well 3 is located just south of the south east corner of County Road 33 and Boone Lane. The site has the capability to produce more water than the current well by adding an additional well or wells on that site. The first item we need to address to maximize this site for potable water production will be a groundwater monitoring plan. A groundwater monitoring plan will help validate the withdrawals of the existing well and if those withdrawals are causing the static water level of the aquifer to drop. The results of this study will help project future capacities and allow us an opportunity to look at additional supply at each existing well site where infrastructure planning can be performed for future well, treatment plant and transmission capability.

Our geologist, O'Donnell and Associates, Inc., OAI, has proposed a 12-month monitoring plan for all our well sites. This plan will support the goals of predicting future withdrawals for any locations where an additional well, or wells, can be added to our production capability. This will also help plan the future infrastructure needs to accommodate this added production. The cost of this plan is \$6,000.00. I recommend we proceed with the proposed plan, as presented by OAI and attached to this report.

GAS PROJECTS:

The Financial Advisory Committee has recommended a preliminary phase of documentation relating to the gas system. This documentation will be to validate the mapping data that is available, model the high pressure distribution system, based on projected throughputs and where the demand occurs on the system, model any low pressure distribution systems that lost pressure due to the recent cold weather demands, including the cast iron gas main portions of the low pressure system and determine the higher consequence class locations where the cast iron gas mains are located so a priority system of replacement can be identified.

A draft RFQ that was presented to the Financial Advisory Committee during their most recent meeting that is attached to this report. I recommend we advertise for this study and start working with a consultant accomplish these tasks.

Please be reminded that wastewater infrastructure projects may proceed in advance of the work being completed. As we design the wastewater infrastructure improvement projects, it must also be a priority to replace any cast iron gas mains that are discovered in these Rights of Way of the wastewater improvement work.

ELECTRIC PROJECTS:

The recent council approval of the Stewart Engineering Professional Services Agreement for the substation upgrade work was greatly appreciated. We need to return our focus to the property located at the northeast corner of Middle Street and Young Street. This property is the recommended location of the new Nichols Street Substation. As you may recall, the report

recommendations were to build a new substation at this location to effectively replace the existing Nichols Street and Church Street substations.

In addition to the substation capacity upgrades, we anticipate entering into a pole maintenance contract where we can identify poles that are at, or near, their useful life. This study will determine the number of poles that need attention, based on an industry standard for scoring of the results of the penetration test. The recommended testing frequency is ten (10) years. It has been ten years or longer since we have conducted any pole testing. We do want to add an inventory of attachments, adding a pole number unique to each pole and have a GIS location identified for each pole to be used in mapping.

SUMMARY AND CONCLUSIONS:

I trust we can all agree that certain key components of the utility infrastructure need attention. The plan offered in this report describes the first steps toward providing these needed improvements. The wastewater transmission improvements, identified herein, are only the first phase. The second phase of this plan will require capacity improvements of lift stations and/or force mains, further upstream in the wastewater system.

The rehabilitation of the wastewater collection system will be more time and labor intensive. We are using the renewed annual contract for video observation, pipeline lining and manhole repair work to repair manholes in the Valley lift station collection basin. This basin is where the 2017 contract lined over 3 miles of main. The location on Middle Street, where sanitary sewer overflows have occurred, is in this Valley lift station collection basin. We will continue our focus in this collection area basin until we are satisfied that we have made progress toward the elimination of these overflows.

As we get these initial projects started, we will start the planning process to carry the next phase of projects forward. This will likely be during the next fiscal year budgeting process. Please expect to see funding requests for a water transmission project, a continuation of funding for the electric substation upgrades, cast iron gas main replacement, certain lift station upgrades, force main extensions and sewer rehabilitation work.

AVERAGE GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	292	407	388	540	1.39
NORTH SECTION	500	231	342	272	403	287	425	1.48
THOMPSON HALL	500	200	264	296	391	351	463	1.32
DOGHOUSE	800	500	633	637	806	802	1015	1.27

HIGH GROWTH

PUMP STATION	CURRENT DESIGN CAPACITY (gpm)	ADF (gpm)	PDF (gpm)	ADF (gpm) 2022	PDF (gpm) 2022	ADF (gpm) 2027	PDF (gpm) 2027	PEAKING FACTOR (%)
SOUTH SECTION	650	196	273	306	426	416	579	1.39
NORTH SECTION	500	231	342	278	412	293	434	1.48
THOMPSON HALL	500	200	264	210	277	273	360	1.32
DOGHOUSE	800	500	633	658	833	847	1072	1.27

4.5 Recommended Immediate Wastewater System Improvements

Based on design capacities and existing flow rates, it is recommended that the City immediately replace the four (4) major lift stations studied. These stations are the S. Section St, N. Section St., Thompson Hall and Doghouse lift stations. A complete replacement including a new wet well, pumps, control panel, electrical, and piping at each station is recommended. The existing wet wells are not lined and display signs of concrete degradation. The pumps are undersized in all cases to accommodate the peak flows. The increase in pump size expected will require the electrical components be upgraded.

Along with pump station upgrades, significant improvements are necessary for several of the major gravity outfall lines in the system. The receiving gravity line that is fed by the Doghouse Pumping Station is currently an 18-inch line. This line is currently carrying flows above its design capacity and approaching its total capacity. This line runs down Fairhope Ave to Fernwood, and then to the WWTP. The 12-inch gravity line into which the South Section St Station discharges has two (2) additional pump stations that discharge into the same wetwell. If all three (3) stations are pumping simultaneously, the total capacity of this line is consumed, which may create sewer surcharging in the manholes. Such surcharging creates increased probability of an SSO. The Thompson Hall station currently discharges into an 8-inch gravity main behind Winn Dixie and then combines with a line that The East

of Sun Pumping Station discharges into where it then flows to the Doghouse station. These 8-inch gravity mains both contain segments that have very little slope which results in a lowered capacity. Further, the invert of the gravity line with both stations pumping is above design capacity and on the verge of exceeding its total capacity.

An aggressive sewer collection system CCTV and CIPP repair plan is also strongly recommended to address the aged infrastructure in the older portions of town where clay pipe is prevalent. This repair plan entails videoing, cleaning, and lining approximately six (6) miles of pipe per year for the next 10 years. An aggressive program such as this greatly reduces the amount of infiltration into the system during large rain events. It also can reduce the flows to the wastewater treatment plant during these same events. In addition, flows that may not be reaching the WWTP due to buried pipe failures can be corrected, effectively protecting the environment from unpermitted discharges that are currently undiscovered.

5.0 SEWER SYSTEM EXPANSION ALTERNATIVES

The preliminary engineering study indicates that some existing infrastructure as previously described shall be improved to continue providing adequate service to the existing customer base. The City has three (3) logical alternatives that provide for expansion of its sewer services that were reviewed in this study. Displays of the alternatives are located in Appendix C and Cost Estimates are located in Appendix.

5.1 Alternative 1

Alternate 1 involves upgrading 4 pump stations and related lines and continuing to send all of the sewer to the existing WWTP. The first station to be upgraded South Section Street pumping station, it would be rebuilt to a new design capacity of 1,000 GPM and the force main that currently leaves the South Section St station and empties into a 12" gravity line on Church St. would be extended all the way to the WWTP. The 12" gravity line in Church St. currently is undersized and by running the force main to the WWTP the 12" gravity main will have a substantial amount of flow taken off of it and will be able to handle the remaining flows on the main.

The second station to be upgraded is the Doghouse pumping station, it would be rebuilt to a new design capacity of 1,500 GPM and the force main that currently leaves the station and empties into an 18" gravity line on Fairhope Ave. would be extended to the intersection of Fairhope Ave and Fairwood. The gravity line from this intersection to the WWTP would then be upsized to a 30" gravity main.

The third station to be upgraded Thompson Hall pumping station, it would be rebuilt to a new design capacity of 1000 GPM and the force main that currently leaves the station and

empties into an 8" gravity line behind Winn Dixie would be extended to the force main leaving the Doghouse station. Also as part of this work the force main that leaves the Intermediate School station would be extended to the force main leaving the Doghouse station also. By extending both force mains to a connection point past the Doghouse station you are cutting down on the required capacity of the Doghouse station and also decreases the number of times sewer is being pumped before it reaches the WWTP.

The fourth station to be upgraded is the N. Section St pumping station, it would be rebuilt to a new design capacity of 800 GPM.

5.2 Alternative 2

Alternate 2 involves upgrading 4 pump stations and related lines and continuing to send all of the sewer to the existing WWTP. The major difference in Alternatives 1 and 2 are in the improvements for the S. Section St. pumping station.

The S. Section Street pumping station would still be rebuilt to a new design capacity of 1,000 GPM and the force main that currently leaves the South Section St station and empties into a 12" gravity line on Church St. would remain as is. The 12" gravity line in Church St. which is currently undersized would be upgraded to an 18" gravity main.

The second station to be upgraded is the Doghouse pumping station, it would be rebuilt to a new design capacity of 1,500 GPM and the force main that currently leaves the station and empties into an 18" gravity line on Fairhope Ave. would be extended to the intersection of Fairhope Ave and Fairwood. The gravity line from this intersection to the WWTP would then be upsized to a 30" gravity main.

The third station to be upgraded Thompson Hall pumping station, it would be rebuilt to a new design capacity of 1000 GPM and the force main that currently leaves the station and empties into an 8" gravity line behind Winn Dixie would be extended to the force main leaving the Doghouse station. Also as part of this work the force main that leaves the Intermediate School station would be extended to the force main leaving the Doghouse station also. By extending both force mains to a connection point past the Doghouse station you are cutting down on the required capacity of the Doghouse station and decreases the number of times sewer is being pumped.

The fourth station to be upgraded is the N. Section St pumping station, it would be rebuilt to a new design capacity of 800 GPM.

5.3 Alternative 3

Alternative 3 provides for the most significant increase in sewer capacity. The City may elect to improve the existing infrastructure to meet the service area requirements as

indicated in section 4.5. The expected growth and corresponding sewer system would be collected and directed to a location to be determined on the East side of US Highway 98. A site may be selected for treatment and discharge that meets the approval of ADEM through required NPDES permitting.

Other applicable discharge options for the City of Fairhope are as follows: Fish River, tributaries of Fish River (Cowpen Creek, Waterhole Branch, etc.), and other locations within Mobile Bay. Areas that may trigger stringent limits due to shellfish harvesting should be carefully reviewed based upon the Department of Public Health and Federal Department of Agriculture requirements. Collection of wastewater along the growth corridors of the City must be conveyed to a treatment facility. Conveyance to the existing facility from high growth areas may be cost prohibitive based upon the historical relevance of the area, downtown business utility interruption, and temporary loss of tourism. Onsite treatment solutions may be applicable to specific developments; however, onsite treatment solutions will not provide the necessary long-term treatment and protection of groundwater for the anticipated development area. Numerous treatment locations may become difficult to operate and maintain for a single utility where a conventional sewer collection and treatment system is appropriate.

Treatment technologies are available that can meet the tertiary discharge limitations for most surface waters, even where a 07Q10 may exist. It is recommended that the City consider streams where the 7Q10 is greater than zero if possible. Annual average precipitation data indicates that Fairhope receives nearly 68 inches. The rainfall provides some challenges, as well as some positive planning information for future discharges. Due to the stringent limitations required in tributaries and into Fish River, it is recommended that the City attempt to utilize the treated effluent to the greatest extent possible with a reuse permit or other eco-friendly method. The effluent may be permitted for reuse on agricultural fields where crops are not grown for human consumption, or for use on land such as golf courses and recreational areas. Although reuse infrastructure costs may be significant, the use of treated wastewater for other uses provides relief from constant discharge into impaired streams and is indicative of admirable water stewardship. The City may also elect to review the geology and potential for future aquifer storage in the area that the reclaimed water is to be discharged.

6.0 SEWER RECOMMENDATIONS

The City of Fairhope is facing a significant landmark in the life of its sewer system. The City may allow the system to continue to function with its current intent and convey all of its sewage to trunk lines through the central business district and old Fairhope. These major pump stations and gravity lines have reached the end of their useful life and need

substantial upgrades to continue serving the residents of Fairhope. Alternatives 1 and 2 provide temporary relief from growth, but more significant modifications are anticipated as growth occurs. The flows from the projected growth may also be conveyed through these sensitive areas of town; however, the construction and maintenance of this infrastructure may cause interruptions and not be in the best long-term interest of the City.

The City may also consider methods to mitigate the need for the existing and particularly the future sewer to pass through these areas of town to the existing WWTP. A new transmission system to the WWTP directly from areas of development, a new, smaller WWTP on the east side of town, or a combination of these approaches may be in the best interest of the City.

It is recommended that the City make the critical infrastructure improvements indicated in the report herein to continue providing quality sewer service to its existing customers. Major pump stations and gravity lines are in need of immediate attention. It is also recommended that the City progress with a more aggressive CIPP Repair plan to reduce I&I and protect the aged infrastructure in the system. Investment into the sewer system is vital to extend its life. The City may consider developing its own team of professionals for CCTV, line inspection and point repairs, while only outsourcing the lining of the pipe and manholes.

The recommendations in this report are based upon information provided by the City for evaluation by GMC. The City should further investigate the sewer system reviewed in this report and the additional service area. The over 60 sewage pumping stations in the system create a complex system with a wide range of flows that must be conveyed appropriately to a treatment facility. Flow meters may be installed on gravity and pressure sewer lines and utilized with the existing SCADA system to improve the data for evaluation. Such meters may be purchased and installed by the City or temporarily provided by a flow metering service.

A Sewer Model is suggested where this data, along with rain gauge data, may provide improved insight into the sewer system. Water usage and projected water usage may be utilized within the model to create dynamic and accurate engineering solutions. The sewer model may then be used to create a Sewer Master Plan that meets all of the objectives of the City and provides avenues for growth.

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

**RFQ NO. PS0__-18
PROFESSIONAL ENGINEERING SERVICES TO UPGRADE
GAS MAPPING, MODELING AND CAST IRON
REPLACEMENT**

CITY OF FAIRHOPE, AL

**MAYOR
Karen Wilson**

**FAIRHOPE CITY COUNCIL
Jack Burrell, Council President**

Set No. _____

EXHIBIT "B"

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

This **CONTRACT**, made and entered into this ____ day of _____, 2018, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and _____ (hereinafter called the "**Engineer**") for

**RFQ No. PS0__-18 Professional Engineering Services to
Validate the Accuracy of the Gas System Mapping, Establish the High Pressure Distribution Portion of the
Maps for Modeling, and Establish a Priority and Cost Estimate for Replacing Cast Iron Gas Mains on a
Five Year Schedule**

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

COUNTY:

Baldwin County, Alabama

CITY:

Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

PROJECT:

Professional engineering services pertaining to **Project No. G00_-18
Upgrade Fairhope Electrical System Substations**

PART ONE
GENERAL CONDITIONS

- 1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City, those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBER: G00_-18

PROJECT NAME: Natural Gas System Map Verification, System Modeling and Cast-Iron Replacement Plan

PROJECT INFORMATION Review the Natural Gas System Map information for accuracy, create the data base for modeling the High-Pressure Distribution Network and work with the staff of Fairhope Utilities to develop a priority based plan for Cast Iron Replacement, based on a five year replacement strategy.

- 1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this Contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as

EXHIBIT "B"

may be required by the CITY. Furthermore, the ENGINEER will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO

PROJECT SCOPE

- 2.0 The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:
- a. Review CITY'S Natural Gas System Maps with system personnel to validate the accuracy and develop a scope of work to update the maps, with DOT based attributes for support in managing required operation and maintenance tasks using the GIS based maps and the City owned MUNIS Software Work Order System. This may include several days of field work where CITY personnel would ride with personnel from ENGINEER'S office to validate areas of the system that are new and not fully mapped, abandoned or recently upgraded. ENGINEER would use this information to recommend a scope of work to improve, edit and/or collect and add accurate system data for use with future modeling, DOT compliance and record keeping and establishing a priority for cast iron gas main replacement.
 - b. Recommend a Gas Modeling Software the CITY can procure to integrate with the existing, or updated system mapping data base.
- 2.1 The ENGINEER will provide the professional engineering services required to complete each phase of the cast iron replacement project and other tasks as may be required as the Engineer of Record for the project. This includes design work if necessary.
- 2.2 The ENGINEER will provide all estimates, drawings, plans, and specifications, approved by signature and stamped by the ENGINEER as necessary.
- 2.5 The ENGINEER will work closely with the Project Manager, Richard Peterson, Director of Operations, as well as other CITY officials.
- 2.6 The ENGINEER will perform professional services only, and will not be a participant in any construction associated with this project.

PART THREE PAYMENT

- 3.0 The CITY agrees to pay the ENGINEER, through a future contractual agreement, as compensation for such professional services in accordance with the rates as indicated in an Exhibit "A" FEE SCHEDULE, attached to this document and to be incorporated into the contractual agreement, with an amount, or percentage of any improvement costs, not to exceed, which will be billed in progress payments based on the incremental completion of the project.
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the CITY, shall be included in the "not-to-exceed" amount as listed in item 3.0.
- 3.2 If this PROJECT is suspended or abandoned by the CITY for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the CITY, then the CITY shall pay the ENGINEER for the services theretofore rendered on the PROJECT, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the ENGINEER'S services which were completed before the PROJECT was suspended or abandoned.

EXHIBIT "B"

- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written Notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

PART FOUR INDEMNIFICATION AND INSURANCE

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
- | | | |
|-----------|--|--|
| Part One: | Statutory Benefits as required by the State of Alabama | |
| Part Two: | Employers Liability | \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit |
- 4.5 **Commercial General Liability**
- | | |
|--|-------------|
| Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows: | |
| Each Occurrence | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Products/completed Operation Aggregate | \$2,000,000 |
| General Aggregate | \$2,000,000 |
| Coverage to Include; | |
| Premises and operations | |
| Personal Injury and Advertising Injury | |
| Products/completed Operations | |

EXHIBIT "B"

Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

4.6 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the CITY as an Additional Insured.

4.7 **Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the CITY.

Limits of Liability:

Each claim	\$1,000,000
Aggregated	\$1,000,000

4.8 The **ENGINEER** shall name the CITY, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

4.9. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY **PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the CITY. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the ENGINEER'S general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE **REVIEWS AND SUBMITTALS**

5.0 The CITY will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving payment to the **ENGINEER** and to otherwise determine Contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The CITY is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

PART SIX **MISCELLANEOUS**

6.0 This Contract shall be effective on the date of its execution.

6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:

(1) ACCEPTANCE OF AGREEMENT, (5) APPLICABLE LAW, (6) ASSIGNMENT, (13) BUSINESS LICENSE, (14) CANCELLATION OF CONTRACT, (23) FORCE MAJEURE, (28) INSURANCE, (36) NON DISCRIMINATION, (37) NON EXCLUSIVE, (38) NOTIFICATION AND ACCIDENT REPORTS, (50) RIGHT TO AUDIT, (58) TERMINATION FOR CONVENIENCE, (59) TERMINATION FOR DEFAULT, (60) TERMINATION FOR NON-APPROPRIATION, (65) IMMIGRATION LAW.

EXHIBIT "B"

- 6.2 The CITY and the ENGINEER each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the CITY nor the ENGINEER shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN **CITY OF FAIRHOPE, ALABAMA** **STANDARD TERMS AND CONDITIONS**

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer (awarded vendor). No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change

(POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ / ITB / RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DISCRIMINATION

EXHIBIT "B"

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract / Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

PART EIGHT

Alabama Immigration Act Contract Requirements

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, as amended by **Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

EXHIBIT "B"

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 **Mandatory Clause**

All contracts or agreements to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this

EXHIBIT "B"

provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "Contract" shall mean a Contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into, by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the Contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

IN WITNESS WHEREOF, the parties hereto have executed this contract in triplicate on the day and year first above written.

CITY OF FAIRHOPE

BY: _____
Karen Wilson, Mayor

ATTEST: _____
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY:

**STATE OF ALABAMA}
COUNTY OF BALDWIN}**

I, _____, a Notary Public in and for said State and County, hereby certify that **Karen Wilson**, whose name as Mayor of the City of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the

EXHIBIT "B"

conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 2017

Notary Public _____

My Commission Expires _____

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____

(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____

(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

Professional License _____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF _____ }

County of _____ }

I, _____, a Notary Public in and for the said State and County, hereby certify that _____ and _____ whose names as _____ and _____, respectively of _____ are signed to the foregoing conveyance and who are

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 Notary Seal on this ____ day of _____, 2017

EXHIBIT "B"

Notary Public _____

My Commission Expires _____

ENGINEER INFORMATION

**RFQ No PS0__-18
Professional Engineering Services
To**

Replace Existing Cast Iron Gas Mains and Provide Mapping and Modeling Work as Determined
(Please print this section and turn in with your response)

Business Organization

Name of Engineer or Engineering Firm (exactly as it appears on W-9):

Doing-Business-As Name _____

Principal Office Address: _____

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___
Privately ___

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General ___
Limited ___

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes ___
No ___

EXHIBIT "B"

Primary Contact _____ Title _____
Telephone Number _____ Fax _____

Email Address: _____

EXHIBIT "B"

EXHIBIT "A"
Fee Schedule

To Be Determined



Professional Hydrogeologic Consulting
600 Bel Air Boulevard, Suite 130
Mobile, Alabama 36606

O'Donnell
& Associates, Inc.

Telephone 251-285-5945

20 December 2017

Mr. Richard Peterson
Director of Operations
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

Re: Groundwater Level Monitoring 2018
For all Fairhope Wellfields
OAI Proposal P-341

Dear Mr. Peterson:

As a follow-up to the email I sent back in September, I am sending this formal proposal complete monitoring at the three Fairhope wellfields. The data collect over the 12-month program will provide valuable information on the sustainability of the aquifers currently supplying water to your system. In addition, the data may play a significant part in locating your next well to meet increasing demand.

As with my past experience with Fairhope proves, planning along with understanding the hydraulics of the area's aquifers, what I call the hydrogeologic approach, has resulted in huge savings over the "way we always did it" approach. This program is a proven means to determine whether or not the aquifers supplying your wells are being over produced and, if not, determine if they can support additional wells. The 12-month program will afford you an opportunity to more efficiently plan your groundwater development budget now and in the years to come.

As always, we appreciate the opportunity of working with you and Fairhope on your groundwater resources projects.

Sincerely,

Daniel J. O'Donnell, PG
O'Donnell & Associates, Inc.

Attachment: P-341

**Task 11 Proposal P-341
Groundwater Level Monitoring at Fairhope's Wellfields**

Background

Fairhope has completed and currently operates three wellfields consisting of seven production wells. The initial wells, Well #1 and #2 date back to 1972 and produce from Miocene Aquifers. Wells #7 and #8 were completed at Well #1 in 1999 and 2000 respectively. Well #9 was completed at Well #2 in 2003. Well #3 was completed in 1981 with Well #10 completed at Well #3 in 2007. As a follow-up to a discussion with Mr. Richard Peterson, Operations Director, and earlier discussions with Mr. Dan McCrory, Superintendent, O'Donnell & Associates, Inc. (OAI) has prepared this proposal to monitor groundwater levels in observation wells at these wellfields. The program will be for a period of 12 months.

Scope of Work

OAI will initiate a groundwater level monitoring program for the Fairhope wellfields by installing OAI's data loggers in observation wells at each of the wellfields. Water level readings will be recorded electronically by the data loggers every 4 hours for the 12-month period of the contract. A check on the loggers operation will be made at the one-month mark to ensure they are operating as planned. A year end report will be issued with charted water levels and comments on trends seen in the water levels over the course of the year. For the purpose of this proposal, the "year end report" will be issued at the 12-month mark.

If there are concerns seen in the water level trends, OAI will point out these concerns in the year end report and provide solutions to head off any problems that would adversely impact the supply of water being produced from the wellfield wells.

Data obtained under this water level monitoring program will be the critical factor in determining whether or not the aquifers are being over produced under the existing production scheme. The data will also provide information on whether the aquifers can support additional wells should you wish to add another well to your water supply program at some point in the future.

Cooperation

Fairhope will provide OAI access to the sites for logger deployment and data collection purposes. OAI will coordinate all data collection trips with the appropriate Fairhope personnel.

Fee Estimate

Scheduled Data Collections

The cost for implementing the water level monitoring program as described above will be billed on a lump sum basis upon deployment of the four loggers. OAI's fee includes all equipment and labor required to complete the project.

Non-scheduled Data Collections and Meeting Requests

During the course of the program, Fairhope may wish to have the water level data collected, analyzed and reported on outside of the proposed scheduled. These non-scheduled data collection events and/or any meetings on the project will be billed on a time and materials basis in accordance with our existing Fairhope contract and OAI's 2016 Fee Schedule, attached.

Authorization

Authorization can be given by issuance of a Purchase Order, Work order or by authorizing and returning a copy of this Task Agreement.

_____ Yes, please begin a groundwater level monitoring program at Fairhope's Wellfields as outlined above and bill Fairhope for the first year's fee of \$6,000.

Signature

Date

Fee Schedule
For
O'Donnell & Associates, Inc.
(2016)

Labor Fee Schedule

O'Donnell & Associates, Inc. (OAI) agrees to provide professional geologic and environmental services for all tasks as defined under the Scope of Work in each individual proposal and/or task agreement. The following rates will be applied on an hourly basis for labor associated with work completed under the Scope of Work.

CLASSIFICATION	BILLING RATE
Professional Geologist	\$110.00/hour
Professional - Other	\$ job specific
Staff Level Geologist/Scientist/Other	\$ 75.00/hour
Technical Support	\$ 50.00/hour
Financial/Administrative/Clerical	\$ 45.00/hour
Expert Witness	\$250.00/hour

Equipment Fee Schedule

OAI agrees to provide equipment necessary to complete the tasks as defined under the Scope of Work in each individual proposal and/or task agreement. The following rates will be applied for equipment used to complete the Scope of Work.

ITEM	DAILY RATE
Water level meter (100')/Digital Gauge	\$ 30.00
Water level meter (300')	\$ 40.00
Conductivity/salinity meter	\$ 55.00
Data Logger (0-30', 0-100' and 0-300')	\$ 60.00
Compressor (portable-per job/test)	\$ 25.00
Magellan GPS 300	\$ 20.00
Portable Copier	\$ 60.00
Sieve	\$ 15.00
Lab Costs, Rental Equipment & Consumables	As invoiced plus multiplier of 1.15

Other

OAI requires reimbursement for all actual expenses incurred in the performance of the work times a 1.15 multiplier as follows:

Per diem:	\$ 40 per day
Lodging:	\$ 70 - \$100 per day depending on locale
Travel:	\$ current Federal rate, normal vehicle
	\$ current Federal Rate, 4-wheel drive vehicles:
Computer-scientific	\$ 20 per hour (modeling, etc.)
Computer-word processing	No charge
Misc. Expenses:	As supported by receipts

O'Donnell & Associates, Inc.



oaiwater.com

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, 26 February 2018.

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

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

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Volkert, Inc. for Professional Engineering Services for RFQ No. PS013-18, Rehabilitation of Wastewater Collection System; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.

DULY ADOPTED THIS 15TH DAY OF MARCH, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Mike Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: February 27, 2018

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Re: **RFQ No. PS013-18 Construction, Engineering and Inspection Services for Rehabilitation of Wastewater Collection System 2018**

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Sewer Department needs to hire a professional consulting firm for RFQ No. PS013-18 **Construction, Engineering and Inspection Services for Rehabilitation of Wastewater Collection System 2018**. Per our 'Procedure for Procuring Professional Services for Projects Over \$100K', and per the Mayor's instructions, an RFQ for the project was issued to **Volkert, Inc.** Based on the evaluation by Richard Peterson, Director of Operations, of previous consultation on this project, we are comfortable recommending Volkert, Inc., of Mobile, AL.

The procedure calls for us to route our recommendation through you, to the Mayor; and, if she approves, to the City Council to approve the Mayor negotiating a fee schedule.

Please move this forward to the Mayor for approval, and if approved, to place this item on the next available City Council agenda – to approve Volkert, Inc. as the Professional Consultant for RFQ No. PS013-18, Construction, Engineering and Inspection Services for Rehabilitation of Wastewater Collection System 2018 and the Mayor to negotiate a fee schedule with that firm.

[Mayor, please initial and date your selection]

APPROVE

[Signature] 3.5.18

DISAPPROVE

_____ / / _____

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

Cc: file



Volkert, Inc.

1110 Montlimar Dr., Suite 1050 (36609)
P.O. Box 7434
Mobile, AL 36670-0434

Office 251.342.1070
Fax 251.342.7962
volkert@volkert.com

www.volkert.com

February 26, 2018

Mr. Richard Peterson
Operations Director
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

RE: Proposal for Construction Phase Services for Sanitary Sewer Improvements – Rev. 1

Dear Mr. Peterson:

We appreciate the opportunity to present this proposal for construction phase services to support some of your sanitary sewer system rehabilitation efforts. Specifically, this proposal is to provide support for your existing annual contracts related to work in the collection system. It may also be used to support specific scope projects if necessary.

Based on our experience working on your system and working with your staff, we are proposing to support the execution of your existing annual contracts as well as other system rehabilitation efforts or improvements through a cost reimbursable approach. This approach will allow us to support your crews and/or contractors and help you expedite repairs or improvements in your collection system. We understand the complexity and difficulty that this type of work can present and have the staff and experience to work closely with your staff and contractors to execute the necessary improvements as they are identified.

Our design and field staff are experienced in all of the typical sanitary sewer system repair methods and have worked with numerous specialty contractors to help you and other municipalities in our region complete these types of repairs. Our previous experience includes inspection and repair approaches such as Clean and Video Inspection, Manhole Rehabilitation, Cured-in-Place Pipe (CIPP) Rehabilitation, and Point Repairs.

Whether utilizing specific scope projects or annual contracts that allow for flexibility in identifying and completing repairs, our staff can support your team in completing the work efficiently and effectively.

We propose supporting the City's staff by providing construction phase services on a cost reimbursable basis using the attached rate sheet. These services generally include reviewing the available information on the sanitary sewer system conditions, determining the appropriate rehabilitation methods and the corresponding annual contract (or recommended development of a specific contract), estimating quantities and costs and issuing corresponding work orders. Volkert will also verify that the proposed work has been completed and provide recommendations for payment. We suggest establishing an initial construction phase services budget of **\$35,000** based on the anticipated improvements for 2018. This amount can be adjusted if necessary as the work begins and the detailed scope required is better defined.





Letter to Mr. Richard Peterson
RE: Proposal for Construction Phase Services
for Sanitary Sewer Improvements
February 26, 2018 Rev. 1

The contract for construction phase services can be set up for a specific time frame (e.g., through 2018 with annual renewals) or remain open with annual updates of rates. Our goal is to provide you the flexibility you need to utilize our services most effectively.

We appreciate the opportunity to assist the City of Fairhope with their efforts to rehabilitate and extend the useful life of the sanitary sewer system. Please let me know if you have any additional questions regarding these items.

Sincerely,

A handwritten signature in blue ink that reads "Ray Miller". The signature is written in a cursive style.

Ray Miller, P.E.
Vice President

/kvd

Enclosures

**Fairhope Wastewater Collection System Improvements
Proposed Scope of Work for Construction Phase Services**

Prepared 2/23/18

Construction Phase Services May Include:

1. Review inspection videos and recommend lines or segments for lining.
2. Review Contractor submittals.
3. Prepare and issue work orders for the various annual contracts as deficient areas are identified.
4. Conduct site meetings, as necessary, and provide corresponding construction status reports.
5. Perform site visits by the Project Representative to observe the progress of the Contractor's work and to review the construction for the purpose of monitoring compliance with contract drawings and specifications.
6. Advise the City of necessary construction modifications that may be required to accommodate unanticipated field conditions and any corresponding costs.
7. Review Contractor's monthly payment requests for consistency with the accepted completed work and process with the City.
8. Conduct final site inspections or review of the post repair internal video inspection of the Contractor's completed work for each work order with the Contractor and the City's representatives.
9. Perform additional construction phase services that may be identified.

**GENERAL ENGINEERING SERVICES FOR THE CITY OF FAIRHOPE
VOLKERT 2018 FEE SCHEDULE
2/23/18**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal.....	\$230.00
Manager.....	\$215.00
Supervisor.....	\$200.00
Senior Project Manager.....	\$ 195.00
Project Manager.....	\$170.00
Staff 2 Professional.....	\$135.00
Staff 1 Professional.....	\$100.00
Senior Designer.....	\$135.00
Designer.....	\$120.00
Technician.....	\$105.00
Drafter 2.....	\$60.00
Drafter 1.....	\$50.00
Survey Manager.....	\$140.00
Senior Surveyor.....	\$100.00
Construction Manager.....	\$155.00
Construction Project Manager.....	\$100.00
Resident Project Representative 2.....	\$85.00
Resident Project Representative 1.....	\$60.00
Bridge Inspector 2.....	\$125.00
Bridge Inspector 1.....	\$70.00
Survey Crew (2 Man).....	\$120.00
Survey Crew (3 Man).....	\$160.00
Survey Crew (4 Man).....	\$200.00
Survey Crew (5 Man).....	\$240.00
Project Administrator.....	\$105.00
Clerical.....	\$75.00

OTHER

Non-routine or special services such as out of town travel, professional printing services, specialized computer services, etc. shall be billed as reimbursable expenses.

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

**RFQ PS013-18 Construction, Engineering and Inspection Services for
Rehabilitation of Wastewater Collection System 2018**

This **CONTRACT** is made and entered into this ____ day of _____, 2018, by and between the City of Fairhope, Alabama (hereinafter called "CITY") acting by and through its governing body, the Fairhope City Council, and **VOLKERT, Inc.** of 3809 Moffett Road, Mobile, AL. 36618, hereinafter called the "ENGINEER")

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

DEFINITIONS:

The following terms shall have the following meanings:

<u>COUNTY:</u>	Baldwin County, Alabama
<u>CITY:</u>	Fairhope City Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama
<u>PROJECT:</u>	Professional Engineering services pertaining to Project No. SEW001-16, Rehabilitation of Collection System, sub-Project No. SEW002-16, Cleaning and Inspection of Sanitary Sewer Mains, and sub-Project No. 003-16, Cured-in-place Pipe for Sanitary Sewer Mains, and now SEW001-18 Wastewater Collection System Improvements.

PART ONE
GENERAL CONDITIONS

1.0 The City hereby employs the **ENGINEER** and the **ENGINEER** agrees to perform for the City those professional services as hereinafter set forth in connection with the following:

PROJECT NUMBERS: **SEW001-18, includes sub-Project SEW002-16 and sub-Project SEW003-16**

PROJECT NAME: **Wastewater Collection System Improvements**

PROJECT INFORMATION **Previous--(SEW001-16)** Engineering services required for the design and construction administration of rehabilitating identified areas of the City's sanitary Sewer Collection System using cured in place pipe (CIPP) and manhole rehabilitation methods to repair and improve sewer collection sites beginning at Valley Street, and other related manholes and sewer locations.

Current--SEW001-18 to Provide support for the existing annual contracts related to work in the collection system and for construction phase services including reviewing information on the conditions of sanitary sewer system, determining the appropriate rehabilitation methods for corresponding annual contract (or recommendation for the development of specific contract), estimating quantities, costs, and issuing work orders.

- 1.1 The **ENGINEER** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.
- 1.2 For the purpose of this contract, the **ENGINEER** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, SECTION 34-11, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **ENGINEER** will meet all current licensing and certifications necessary to perform the scope of work.

PART TWO **PROJECT SCOPE FOR ENGINEERING SERVICES**

Scope of Work

- 2.0 The **ENGINEER** will provide professional engineering services required for the design and construction administration of rehabilitation of identified areas of the **CITY'S** sanitary sewer collection system, using cured in place pipe (CIPP), and manhole rehabilitation methods.

The project involves rehabilitating the sanitary sewer system primarily in the Valley Street area of Fairhope sanitary sewer system and related areas based on a construction budget of approximately \$400,000. The project will involve investigating the sewer system conditions using internal closed circuit television (CCTV) inspections for determining the pipe and manhole conditions and identifying the appropriate long term corrective actions. It is anticipated that the improvements will involve cured-in-place pipe (CIPP) rehabilitation/manhole rehabilitation. Point repairs are not included within the Scope of Work and will need to be addressed separately, if needed.

2.2 Construction Phase Services May Include:

- 2.2.1 Review inspection videos and recommend lines or segments for lining.
- 2.2.2 Review Contractor submittals.
- 2.2.3 Prepare and issue work orders for the various annual contracts as deficient areas are identified.
- 2.2.4 Conduct site meetings, as necessary, and provide corresponding construction status reports.
- 2.2.5 Perform site visits by the Project Representative to observe the progress of the Contractor's work and to review the construction for the purpose of monitoring compliance with contract drawings and specifications.
- 2.2.6 Advise the City of necessary construction modifications that may be required to accommodate unanticipated field conditions and any corresponding costs.
- 2.2.7 Review Contractor's monthly payment requests for consistency with the accepted completed work and process with the City.
- 2.2.8 Conduct final site inspections or review of the post repair internal video inspection of the Contractor's completed work for each work order with the Contractor and the City's representatives.
- 2.2.. Perform additional construction phase services that may be identified.

PART THREE
PAYMENT

- 3.0 It is mutually agreed that compensation to the **ENGINEER** for construction phase services will be on an hourly rate basis for the corresponding employee classifications as included in Exhibit A to this agreement for a total amount not to exceed THIRTY-FIVE THOUSAND DOLLARS (\$35,000).
- 3.1 All other expenses actually and necessarily incurred such as, but not limited to telephone calls, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services so required by the **CITY**, shall be paid for at cost. These payments shall be due and payable from time to time as the services are performed, or as the expenses are incurred. These expenses will be included in the "not to exceed" amount as listed in item 3.0.
- 3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **ENGINEER** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **ENGINEER'S** services which were completed before the **PROJECT** was suspended or abandoned.
- 3.3 In the event of failure by the **ENGINEER** to perform any and/or all of the **ENGINEER'S** obligations in a prompt and efficient manner satisfactory to the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **ENGINEER** written notice of such termination, after which the **CITY** may employ professional engineering services of its choice to complete the **PROJECT** and the **ENGINEER** will reimburse the **CITY** any additional costs which may result for such termination and employment of other professional engineering services. Failure by the **ENGINEER** to furnish the required construction plans, or to perform any other specific duty required by this contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **ENGINEER** shall not constitute a waiver by the **CITY** of its right to so terminate this contract for any subsequent default.

PART FOUR
INDEMNIFICATION AND INSURANCE

- 4.0 The **ENGINEER** shall be responsible for all damage to life and property due to activities of the **ENGINEER** and the sub-consultant, agents or employees of **ENGINEER** in connection with their service under this **CONTRACT**. The **ENGINEER** specifically agrees that the subcontractors, agents, or employees of **ENGINEER** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **ENGINEER** to the fullest extent permitted by law, the **ENGINEER** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the **ENGINEER** or anyone directly or indirectly employed by **ENGINEER** or anyone for whose acts **ENGINEER** may be liable. Such indemnity shall not be limited by reason of any insurance coverage provided.
- 4.1 The **ENGINEER**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **ENGINEER** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully protect the **ENGINEER**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.

4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

4.4 **Worker's Compensation and Employers Liability**

Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit

4.5 **Commercial General Liability**

Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:

Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products/completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000

Coverage to Include;

Premises and operations
Personal Injury and Advertising Injury
Products/completed Operations
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

4.6 **Automobile Liability**

Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the CITY as an Additional Insured.

4.7 **Professional Liability (Errors and Omissions)**

Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the CITY.

Limits of Liability:

Each claim \$1,000,000
Aggregated \$1,000,000

4.8 The **ENGINEER** shall name the City of Fairhope, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.

4.9. **Certificate of Insurance**

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY **PRIOR** to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the CITY. The project number on which the **ENGINEER** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the **ENGINEER'S** general liability insurance and automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

5.0 The CITY will review all submittals made during the contract period. The purpose and scope of this review will be limited to determination of the work for the sole purpose of approving intermediate payments to the **ENGINEER** and to otherwise determine contract compliance for the purpose of approving fee requests and determining the **PROJECT** costs. The CITY is relying on the skill, care, experience, diligence, and professional expertise of the **ENGINEER** to perform the required work with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not

the intent nor is it the responsibility of the **CITY** to exercise independent engineering judgment or to verify the calculations, assumptions, and engineering judgment employed by the **ENGINEER**.

PART SIX **MISCELLANEOUS**

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope's **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein: ACCEPTANCE OF AGREEMENT, APPLICABLE LAW, ASSIGNMENT, BUSINESS LICENSE, EXCLUSIVE, NOTIFICATION AND ACCIDENT REPORTS, RIGHT TO AUDIT, TERMINATION FOR CONVENIENCE, TERMINATION FOR DEFAULT, TERMINATION FOR NON-APPROPRIATION, IMMIGRATION LAW.
- 6.2 The **CITY** and the **ENGINEER** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the **CITY** nor the **ENGINEER** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN **CITY OF FAIRHOPE, ALABAMA** **STANDARD TERMS AND CONDITIONS**

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Engineer. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The Engineer shall not assign the Contract / Agreement / Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The Engineer shall not assign any payment due them hereunder, without the express

written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the Engineer.

13. BUSINESS LICENSE

The Engineer selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. The Engineer will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when Engineer fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

Neither the City nor the Engineer shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The Engineer may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the Engineer. The burden of proof for such relief rests with the Engineer. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the Engineer shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the Engineer's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the Engineer shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the Engineer fails to

immediately report an accident to the City of Fairhope, of which the Engineer has knowledge of and which results in a fine levied against the City of Fairhope then the Engineer shall be responsible for all fines levied against the City of Fairhope.

50. RIGHT TO AUDIT

The Engineer shall maintain documentation of all work performed. The Engineer shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope, during the entire term of the Contract / Agreement / Purchase Order and for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

58. TERMINATION FOR CONVENIENCE

Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the Engineer.

59. TERMINATION FOR DEFAULT

Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the Engineer has failed to meet the requirements of the Contract / Agreement / Purchase Order.

60. TERMINATION FOR NON-

APPROPRIATION The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and Engineer waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and / or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, Alabama Code (1975) Section 31-13-1, et. Seq.,** (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

PART EIGHT
ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, Code of Alabama (1975) Section 31-13-1 through Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Fairhope, Alabama. All business entities entering into contracts with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

- a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
- b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent contractor working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUBCONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing contract by a contractor, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3)

3.0 Mandatory Clause

All contracts or agreements to which the State, a political subdivision, or state-funded entity is a party shall include the following clause:

"By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

For purposes of this section, "contract" shall mean a contract awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the Contract Review Permanent Legislative Oversight Committee.

4.0 Contracts Involving Business Entity, or Employer

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 Contracts Involving Subcontracting

Any subcontractor on a project paid for by contract, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the contract, the subcontractor shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to subcontractors performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the subcontractor.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum of Understanding (MOU) generated upon completion of the E-Verify program.

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate on the day and year first above written.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, _____ represents and agrees that it

COMPANY NAME

is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

CITY OF FAIRHOPE

BY: _____
Karin Wilson, Mayor

ATTEST: _____
Lisa A Hanks, MMC
City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this the ____ day of _____, 2018.

Notary Public _____

My Commission Expires _____

PROFESSIONAL ENGINEER SIGNATURES

If Corporation or LLC

Company _____

State of Incorporation _____

Company Representative _____
(SIGNATURE of Representative Authorized to sign Bids and Contracts for the firm)

Company Representative _____
(PRINT Name of Representative Authorized to sign Bids and Contracts for the firm)

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

NOTARY FOR CORPORATE PROFESSIONAL ENGINEER

STATE OF _____ }

County of _____ }

I, _____, a Notary Public in and for the said State and County, hereby
certify that _____ and _____, whose names
as _____ and _____, respectively of
_____ are signed to the foregoing conveyance and who are

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 Notary Seal on this ____ day of _____, 2018

Notary Public _____

My Commission Expires _____

**EXHIBIT A
FEE SCHEDULE**

VOLKERT, INC.

RESOLUTION NO. _____

**ACCEPTING AN ALABAMA CLEAN VESSEL ACT GRANT FROM THE
ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AGENCY FOR
THE ACQUISITION OF A PUMPOUT STATION**

WHEREAS, the City of Fairhope was awarded an Alabama Clean Vessel Act Grant from the Alabama Department of Environmental Management Agency (ADEM) for the acquisition of a Pumpout Station for the Fairhope Docks located at 848 Sea Cliff Drive, Fairhope, AL; and

WHEREAS, the total pump out cost is \$9,425.00 which includes freight, of which the grant amount is 75% or \$6,431.00 and the City will be responsible for 25% or \$2,444.00 plus freight cost of \$850.00; and

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope accepts the grant award and authorizes the Mayor to serve as the Authorized Official who will sign pay requests and other grant related documents on behalf of the City.

DONE, Under the Seal of the City of Fairhope, this 15th Day of March, 2018.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



ALABAMA CLEAN VESSEL ACT GRANT APPLICATION



Applicant Information

FAIRHOPE DOCKS MARINA

Marina Name

848 SEA CLIFF DRIVE

Physical Address

FAIRHOPE

City

AL

State

36532

Zip

BALDWIN

County

FLY CREEK / MOBILE BAY

FEIN (Federal Employer Identification Number)

Waterbody

DREW CRAZE

Contact Person

MARINA MANAGER

Title

P.O. DRAWER 429

Mailing Address

FAIRHOPE

City

AL

State

36533

Zip

BALDWIN

County

251-929-0365

Telephone

Fax

drew.craze@fairhopeal.gov

Email

CITY OF FAIRHOPE

Marina Owner

P.O. DRAWER 429

Mailing Address

FAIRHOPE

City

AL

State

36533

Zip

BALDWIN

County

251-928-8003

Telephone

Fax

Email

Proposal (Check All That Apply)

Location of Pumpout Station:

Fuel Dock

Other Dock

On Bulkhead

All Slips

Mobile

Other

Water Depth at Station:

Less than 4 feet

4 to 6 feet

Greater than 6 ft.

Type of Proposed Station:

Stationary

Dump Station

Other

Portable (on wheels)

Portable (on boat)

Pumpout will discharge to:

Holding Tank

Public Wastewater Treatment Facility

Septic Tank

Private Wastewater Treatment Facility

Is use of this Station open to the Public?

No

Yes (Attach Details)

Scope of Services

1. The Alabama Department of Environmental Management (ADEM) agrees to enter into contract with the above listed Marina, hereinafter the Grantee, upon availability of funds and upon meeting State contractual requirements.
2. Quarterly progress reports must be submitted to ADEM concerning installation/repair of the pumpout station. Submittals will commence on the close of the current quarter and within 30 days of the close of each following quarter for the duration of the project, with quarter ending dates being September 30th, December 31st, March 31st, and June 30th.
3. A final construction report of all work performed must be submitted to ADEM, including photographs of all installed/repaired equipment, and a project evaluation within 30 days of the completion of the project.
4. The Grantee agrees to provide an acceptable means of sewage disposal, such as sanitary septic systems, sanitary sewer, holding tanks, etc., as permitted by the Alabama Department of Public Health.
5. The Grantee agrees to abide by the following requirements of the U.S. Fish and Wildlife Service (USFWS):
 - o Provide service to the general public for five years (the expected useful life of the station).
 - o Charge no more than \$5.00 per pumpout service unless approved in writing by ADEM.
 - o Install a sign, constructed of durable materials and using reflectorized film or paint or illuminated so it is viewable at night, which includes:
 - o Appropriate marina information, including hours of service;
 - o Information regarding funding of the pumpout station, such as "This pumpout station was provided by local and federal funding under the Clean Vessel Act.";
 - o The USFWS symbol for a pumpout station (The rules governing logo use are found here - <http://federalaid.fws.gov/info/falogs.html>. See logos D3 and D4.);
 - o The ADEM logo.

Amount of Funding Requested

Type of Pumpout Station:

New

Expand Existing

Improve Existing

Estimated Total Cost:

\$ _____

Estimated Amount of Grant Request (up to 75% of Total):

\$ _____

Estimated Matching Marina Funds (at least 25% of Total):

\$ _____

Expected Date of Station Availability:

JANUARY 2018

Required Attachments

- 1. AREA MAP (General area of Alabama showing where your marina is located.)
- 2. SITE MAP (County or City map showing where your marina is located.)
- 3. SITE VICINITY MAP (Map illustrating the exact location of the proposed project.)
- 4. SCHEMATIC SITE PLAN showing the layout of the marina, location of where project components will be developed. All project components should be clearly labeled on the plan as appropriate as existing, proposed, sewage connection and trenching lines, holding tank location, etc. (Sketches and/or drawing are acceptable.)
- 5. DIRECTIONS to the facility.
- 6. COPIES OF SUPPLIER OR CONTRACTOR ESTIMATES showing the cost of each component of the project. If doing work yourself, include a breakdown of materials and labor costs on separate sheet of paper.
- 7. PHOTOGRAPH OF THE SITE WHERE PUMP OUT WILL BE LOCATED. (Digital photos are acceptable; email as attachments to email address below.)

Applicant Signature

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

DREW CRAZE

MARINA MANAGER

11-03-2017

Applicant Signature

Title

Date

NO CONSTRUCTION OR EQUIPMENT PURCHASE CAN BE BILLED TO ADEM UNTIL THERE IS A FULLY EXECUTED CONTRACT IN EFFECT AND THE MARINA HAS RECEIVED A CONTRACT SIGNED BY THE GOVERNOR OF ALABAMA.

Return one copy of this application with original signatures and all attachments to:

CVA Program
Permits & Services Division
Alabama Department of Environmental Management
P.O. Box 301463
Montgomery, Alabama 36130-1463

Should you need help completing this application, please contact ADEM at 1-800-533-2336.
Photos may be emailed to cej@adem.state.al.us.



PAYMENT REMITTANCE ADDRESS:
 WASTECORP PUMPS LLC.
 P.O. BOX 536463
 PITTSBURGH, PA 15253-5906
 Toll-Free Ph: 1-888-829-2783
 Toll-Free Fax: 1-888-883-3320
 Email: accounting@wastecorp.com

QUOTATION

Page 1 of 2
QUOTE DATE Oct 30, 2017
QUOTE NUMBER QT208123
QUOTED BY KT

VISIT OUR WEBSITE: WWW.WASTECORP.COM

QUOTATION TO:

City of Fairhope
 P.O. Box 429
 Fairhope, AL 36533
 US
 PH: (251) 928-8003
 Email: dan.mccrory@fairhopeal.gov

SHIP VIA		TERMS	CUST NO.	FOB	REFERENCE	OPPT NO.	
PPADD		CIA	CRM999999999	BUFFALO, NY		12,723	
QTY. ORD.	UOM	PART NO.	SALE DESCRIPTION		LEAD TIME	UNIT PRICE INCL. DISC.	EXT. PRICE INCL. DISC.
1	EA	65083-00	SUPER DUTY MARINE VAC SYSTEM, WVP-65, 1.5HP 110V (W/ REMOTE) Includes:		WEEKS:4-5	8,500.00	8,500.00
			* Wastecorp Vacuum Pump w/ 1.5HP Motor				
			* NEMA 4 Control Panel				
			* Remote Control and Hose Stand Assy				
			* Suction Hose Assy with Camlocks and Marine Adapter				
		SKID8	SKID SURCHARGE (MARINA PUMP-OUT)				75.00
COMMENTS: Marine Pumpout System					SUBTOTAL INC DISC		8,575.00
					TOTAL SALES TAX		0.00
					TOTAL QUOTE USD		\$8,575.00*
					*Plus applicable freight		

THIS QUOTATION IS NOT TO BE DISSEMINATED WITHOUT PRIOR WRITTEN CONSENT FROM WASTECORP PUMPS. QUOTE IS VALID FOR 30 DAYS. MIN. ORDER OF \$100 SHALL APPLY, OR A SUR-CHARGE WILL BE ADDED. ALL SHIPPING & HANDLING CHARGES ARE EXTRA. LEAD TIMES QUOTED, ARE BASED AT TIME OF QUOTATION AND SUBJECT TO PRIOR SALE.

RETURNS: WASTECORP WILL NOT ACCEPT ANY PRODUCT(S) FOR RETURN UNLESS PRIOR WRITTEN PERMISSION BY WASTECORP HAS BEEN OBTAINED BY MEANS OF AN EXECUTED RETURN GOODS AUTHORIZATION FORM. THE RGA NUMBER MUST BE LISTED ON THE PACKING SLIP. PRODUCTS SO RETURNED WILL BE SUBJECT TO A 40% CHARGE FOR RESTOCKING AND REHANDLING. ALL PRODUCT(S) RETURNED MUST HAVE TRANSPORTATION CHARGES PREPAID BY THE SHIPPER. PRODUCT(S) WHICH ARE OBSOLETE OR MADE TO SPECIAL ORDER I.E., PUMPS ARE NOT RETURNABLE NOR REFUNDABLE. NO ALLOWANCE WILL BE MADE FOR LABOUR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH THE RETURN OF GOODS.

TERMS & CONDITIONS OF SALE: "GENERAL TERMS & CONDITIONS OF SALE" APPLY TO ALL TRANSACTIONS.



PAYMENT REMITTANCE ADDRESS:
 WASTECORP PUMPS LLC.
 P.O. BOX 536463
 PITTSBURGH, PA 15253-5906
 Toll-Free Ph: 1-888-829-2783
 Toll-Free Fax: 1-888-883-3320
 Email: accounting@wastecorp.com

QUOTATION

Page 1 of 2
QUOTE DATE Mar 1, 2018
QUOTE NUMBER QT209000
QUOTED BY MJ

VISIT OUR WEBSITE: WWW.WASTECORP.COM

QUOTATION TO:

City of Fairhope
 P.O. Box 429
 Fairhope, AL 36533
 US
 PH: (251) 928-8003
 Email: dan.mccroy@fairhopeal.gov

SHIP VIA			TERMS	CUST NO.	FOB	REFERENCE	OPPT NO.	
PPADD			CIA	CRM999999999	BUFFALO, NY		14,016	
QTY. ORD.	UOM	PART NO.	SALE DESCRIPTION			LEAD TIME	UNIT PRICE INCL. DISC.	EXT. PRICE INCL. DISC.
1	EA	65083-00	SUPER DUTY MARINE VAC SYSTEM, WVP-65, 1.5HP 110V (W/ REMOTE) Includes:				8,500.00	8,500.00
			* Wastecorp Vacuum Pump w/ 1.5HP Motor					
			* NEMA 4 Control Panel					
			* Remote Control and Hose Stand Assy					
			* Suction Hose Assy with Camlocks and Marine Adapter					
			* Skid Surcharge					
			* Freight to Fairhope, AL 36533					
		MISCKI	SKID SURCHARGE					75.00
		FRGHT1	FREIGHT CHARGES					850.00
COMMENTS:						SUBTOTAL INC DISC	9,425.00	
						TOTAL SALES TAX	0.00	
						TOTAL QUOTE USD	\$9,425.00*	
						*Plus applicable freight		

THIS QUOTATION IS NOT TO BE DISSEMINATED WITHOUT PRIOR WRITTEN CONSENT FROM WASTECORP PUMPS. QUOTE IS VALID FOR 30 DAYS. MIN. ORDER OF \$100 SHALL APPLY, OR A SUR-CHARGE WILL BE ADDED. ALL SHIPPING & HANDLING CHARGES ARE EXTRA. LEAD TIMES QUOTED, ARE BASED AT TIME OF QUOTATION AND SUBJECT TO PRIOR SALE.

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TERMS & CONDITIONS OF SALE: "GENERAL TERMS & CONDITIONS OF SALE" APPLY TO ALL TRANSACTIONS.



ABRIDGED (SHORT-FORM) TERMS & CONDITIONS OF SALE

ALL PURCHASE ORDERS ACCEPTED ARE SUBJECT TO WASTECORP'S STANDARD TERMS & CONDITIONS OF SALES, WHICH ARE AVAILABLE FOR REVIEW UPON REQUEST. ABRIDGED TERMS & CONDITIONS OF SALE ARE NOTED BELOW.

PRICES: Prices apply to the specific quotation, and does not include any taxes, transportation charges, special packaging or stamping, unless otherwise noted. Prices quoted are subject to change without prior notice. Prices quoted in US dollars unless otherwise stated.

TAXES: Purchaser agrees to pay the amount of any Federal, State, County, City or other tax which may apply to this order, directly to the governing Federal, State, County, City tax department.

PROPOSAL VALIDITY: This quotation shall be firm for a period of thirty (30) days from the date of this quotation.

PAYMENT TERMS: Payment terms are cash-in-advance for all first-time orders, unless established credit terms or other arrangements made between Wastecorp and purchaser, contact us for available payment options. We accept payment by acceptable credit cards VISA, MasterCard, Amex, or Discover for US customers only. Past due accounts are considered after thirty (30) days of unpaid invoice date and may be subject to interest charged at 1.5% per month.

LEAD TIME: Lead times commence upon acceptance of purchase order and payment terms are satisfied. Lead times are based on current availability of parts/pumps and subject to prior sale. Quoted lead times are based on the best availability information as at the date of the quotation. Inventory, factory loading and design backlog are all subject to change. Lead time and/or drawing times for critical items should be verified at the time of purchase order issuance. If any condition arises which prevents compliance with delivery schedules, Wastecorp shall not be liable for damages general, consequential or otherwise for failure to meet the original delivery schedule provided.

SHIPPING/DELIVERY: Pumps are skidded and packaged for transportation in closed top dock-level trucks. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, UNLOADING OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH DELIVERY OF GOODS. All shipments are made FOB the factory, unless otherwise specified. Full risk of loss (including, but not limited to, transportation/carrier delays and losses) shall pass to the Purchaser upon delivery of the products to the carrier at the FOB point. If there is a LOSS or APPARENT VISIBLE DAMAGE to a shipment during delivery, the RECEIVER MUST NOTE SUCH DAMAGE ON THE DELIVERY RECEIPT AND HAVE THE CARRIER'S DRIVER SIGN THE BILL OF LADING. Failure to do so will result in a null and void loss claim.

PRODUCT REVISIONS: Wastecorp reserves the right to discontinue, change or improve its products or any portions thereof. Accordingly, Wastecorp shall not be required to change or improve any products sold and/or shipped prior to such a change or improvement.

PURCHASE ORDERS: All customer purchase orders must be submitted via hard copy sent to Wastecorp's customer service department by fax, electronic mail, or mail. All customer purchase orders are subject to Wastecorp's terms and conditions thereto and Wastecorp's acceptance of customer purchase order.

ERRORS AND OMISSIONS: Seller reserves the right to correct clerical or stenographic errors and, or omissions.

RETURN GOODS POLICY: Wastecorp will not accept any product(s) for return unless prior written permission by Wastecorp has been obtained by means of an executed Return Goods Authorization form. The RGA number must be listed on the packing list. Product(s) so returned will be subject to a 40% charge for restocking and re-handling. All product(s) returned must have transportation charges PREPAID by the Shipper. Product(s) which are obsolete or made to special order i.e., pumps are not returnable nor refundable. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH THE RETURN OF GOODS.

CANCELLATION: Seller's acceptance of order cancellation or order reduction requests is conditional upon receiving Purchaser's written notification to assume any, or any part of, termination charges as agreed to by the Seller. Custom pumps and products are not returnable.

WARRANTY: Wastecorp warrants for a period of one (1) year from the date of installation or eighteen (18) months from date of shipment, whichever comes first (the "Warranty Period") that the pump and accessories manufactured and sold hereunder shall be free from defects in material and workmanship. Wastecorp does not warrant engines, motors, gauges, electrical control equipment or other product(s) not manufactured by Wastecorp, such being subject to such warranties as may be given by their respective manufacturers. Wear and tear resulting from use and, or long-term storage, and items normally consumed in use are not covered by this Warranty Period. Wastecorp's obligation under this warranty is limited to repair or replacement at its factory of any part(s) subject to this warranty, which will be returned to Wastecorp with transportation charges prepaid, and which Wastecorp's examination shall disclose to its satisfaction to have been defective. Parts of the product(s) repaired or replaced under this warranty will be covered for the Warranty Period only and will be shipped to the Purchaser FOB Wastecorp's factory. NO ALLOWANCE WILL BE MADE FOR LABOR, INSTALLATION, REMOVAL, TRANSPORTATION OR OTHER CHARGES INCURRED BY PURCHASER IN CONNECTION WITH WARRANTY REPAIR OR REPLACEMENT.

LIMITATION OF WARRANTY: THE PROVISIONS OF WARRANTY NOTED ABOVE ARE WASTECORP'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY. Seller neither assumes nor authorizes any person(s) to assume for it any other obligation in connection with the sale of the Product(s). This warranty shall not apply to any product (s) or parts of the product(s) which a) have been repaired or altered outside of Seller's factory in any manner; or b) have been subject to misuse, negligence or accident; or c) have been used in a manner contrary to Seller's instructions.

SELLER'S LIABILITY: Wastecorp will not be liable for any loss, damage, cost of repair, direct incidental or consequential damages of any kind, whether based upon warranty, contract, tort including negligence or strict liability arising in connection with the sale, use or repair of the Product(s). Seller's maximum liability shall not in any case exceed the contract price for the Product(s) claimed to be defective or unsuitable.

GOVERNING LAWS: The terms of this agreement and all rights and obligations hereunder shall be governed by the laws of the State of Delaware, United State, without giving effect to its conflict of law provisions, for any and all disputes, claims and actions arising from or in connection with the Wastecorp Pump(s) provided to you hereunder. You agree to submit to the jurisdiction of the State of Delaware.

BY ACCEPTING THE ORDER CONFIRMATION ATTACHED, THE PURCHASER IS ACCEPTING OF THE ORDER AND IS IN AGREEMENT WITH THE TERMS AND CONDITIONS OF SALE NOTED ABOVE, AND IN WASTECORP'S STANDARD TERMS & CONDITIONS OF SALES, AND IS HEREBY GIVING WASTECORP PERMISSION TO PROCEED WITH THE PRODUCTION OF THE ORDER.

RESOLUTION NO. _____

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 (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall have the authority to reject all bids when, in its opinion, it deems the bids to be less than adequate consideration for the personal property.

ADOPTED AND APPROVED THIS 15TH DAY OF MARCH, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



MAR 1 '18 PM4:22

MW

Memorandum

From: Richard D. Johnson, P.E., Public Works Director *Richard D. Johnson*
To: Honorable Karin Wilson, Mayor
Thru: Lynn Donnelly Maser, Special Projects
CC: City Clerk, File
Date: March 1, 2018
Subject: Authorization to surplus City assets through GovDeals.com

Mayor Wilson:

I am requesting the City Council authorize the you (The Mayor), via Resolution, to surplus City Assets via the online auction marketplace GovDeals.com. Attached find the listing of surplus assets to be sold online.

GovDeals.com is a division of Liquidity Services, an American corporation, which works with corporate and government agencies to manage and sell their surplus assets and excess inventory. Surplus and overstock goods are sold on Liquidity Services' online marketplaces.

These online surplus auctions will start upon Council Authorization and continue until all assets listed are sold, paid for and collected by the winning bidder. We will update the surplus assets on a quarterly basis, seeking authorization to surplus, and continuing auctions on an ongoing basis.

I am requesting that this be placed on the March 15, 2018 Council Agenda.

If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ

City of Fairhope Surplus Items

November 2017

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

Auction Item 1. 1995 International 4900

Vin. IHTSHAAR5SH678044 Unit 506/ASSET 01193

Miles 191193.4

Item 2. 2001 International 4900

DT466E Vin. IHTSDAAR01H3466331 Unit 532/ASSET 01150

Miles 107797.9

Item 3. 1999 Ford Crown Victoria

Vin. 2FAFP71W6XX137902 Unit 013/ASSET 01172

Miles 107325.0

Item 4. 1995 Ford ½ Ton Pickup

Vin. IFTDF15YXSNA73337 Unit 516/ASSET 01189

Miles 199408.4

Item 5. 2006 Ford Crown Victoria

Vin. 2FAFP71W96X165532 Unit 106/ASSET 01100

Miles 148380.0

Item 6. Ford New Holland Tractor Unit 558/ASSET 01443
S/N 128755B Unit 558.2/ASSET 01444

Item 7. 2013 John Deere Mower Unit 571.1/ASSET 01297
S/N 1TC1435DTDT130143

Item 8. 2010 John Deere Mower Unit 571.4/ASSET 01301
S/N TC1435D100129

Item 9. 1991 International Dump

Truck Vin. 1HTSHNGR6MH340704 Unit 507/ASSET 01208

Miles 132962.7

Item 10. Onan Generator 100 KW Unit 279.8

S/N 0372432643

Item 11. Scrap Metal
Trailer S/N 004HM4682

Item 12. 2006 Komatsu Crawler Dozer D-39 PX-21A (Unit 551)/ASSET 01527
S/N 2056

Item 13. 1991 Ford Van E 250 Econoline Unit 596/ASSET 01204
Vin. 1FTHE25H4MHA49403
Miles 87323.3

Item 14. John Deere Gator 4X2 Unit 792/
Vin. W004X2X036596

Item 15. 2005 Ford Crown
Victoria Vin.
2FAP71W75X171358 Unit 126/ASSET 01117
Miles 152692.6

Item 16. (2) Vermeer Tanks 750 Gal Each
S/N(1)1VRT11069Y1000850 Unit 336.1 / ASSET 01387
S/N(2)1VRT11062Y1000849 Unit 336.2 / ASSET 01388

Item 17. 1996 Ford F-800
Vin. 1FDNF80CXVA13826 Unit 550/ASSET 01186
Miles 63573.8

Item 18. 1981 Fork Unit 292.1/ASSET 01398
lift S/N 44512

Item 19. 1988 International Flat bed
Vin. 1HTLAZPM2JH549633 Unit 518/ASSET 01218
Miles 15022.0

Item 20. 1991 International 4900
Vin. 1HTSDZ7R8MH332616 (Unit 531)/ASSET 01206
Miles 7302 Hours (inaccurate)

Item 21. 1995 International 4900 Dump Truck Unit 506/ASSET 01193
Vin. 1HTSHAAR5SH678044
Miles 191193.4

Item 21. 1994 Chevrolet Cheyenne ¾ Ton Unit 528 / ASSET 01195
Diesel Vin. 1GBGK24F5RE169857
Miles 106862.6

Item 22. 2000 GMC Sierra ¾ Ton long wheel Unit 310 / ASSET 01152
base Vin. 1GTGC24R5YR226066
Miles 177065.8

Item 23. 2001 Ford Crown Victoria Unit 02 / ASSET 01143
Vin. 2FAFP73W41X205960
Miles 130504.3

Item 24. 2000 Dodge Ram 2500 Unit 521 / ASSET 01157
Vin. 3B7KC26Z8YM226846
Miles 124291.4

Item 25. Ditch Witch 3700
Model 370000
S/N 3S1776

Item 26. Ryan GA 30

Item 27. Systematics Welder
Mig250SM

Item 28. Tuff Pressure Washer 4000PSI
Gx270 Honda Motor
Model GS304G

Item 29. Exercise Equipment (4) Star Trac E-TBTE, (4) Star Trac E-UB, (2) Star Trac E-RB, (3) Star Trac E-TRX2 and (2) Star Trac INSTINGCT

Item 30. Hose Reel

Item 31. Pallet of Red Lights

Item 32. Honda Pump
Model WB20X

Item 33. Honda Hydraulic
Punp Model GXV120

Item 34. (2) General Hydraulics Unit 582 / ASSET
Unit 581 / ASSET

Balder Item 35. Marathon Balder Unit 584 / ASSET

Item 36. Buzzbar
Tree Limb Cutter

Item 37. 2006 Chevy Colorado Pick up Unit 409 / ASSET 01110
Vin. 1GCCS196168208841
Mile

Item 38. 1993 Ford F800 Unit 331.3 / ASSET 01197
Vin.
1FDW84E4PVA41068 1FDWK84E4PVA41068
Mile

Item 39. 2001 Ford Crown Victoria Unit 522 / ASSET 01144
Vin. 2FAFP73W81X127036
Mile

Item 40. 1991
International Vin. > Duplicate Item # 20
1HTSDZ7R8M H332610
Mile

Item 41. 2001 International > Duplicate Item # 02
Vin. 1HTSDAARO1H346331
Miles

Item 42. 2002 International Unit 544 / ^{ASSET} 01142
4300 Vin.
1HTMMAA52H551752
Mile

Item 43. 1996 Ford F150 Pickup Unit 330 / ASSET 01187
Vin. 1FTE15HOTLB83086
Mile

Item 44. 2012 International 7400 Unit 542 / ASSET 01041
Vin. 1HTWCAZR3CJ546284
Mile

Item 45. Three (3) Pallets of Vehicle Parts

Item 46. 1997 Workman Unit 652 / ASSET
3200 Vin70301

Item 47. John Deere Gator 4X2 > Duplicate Item 14
Vin. W004X2XO36596

Item 48. 1998 Kawasaki Unit 496.1 / ASSET 02365
Vin. KAF620C

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure Professional Show Design and Fireworks for the City of Fairhope from Zambelli Fireworks with a cost not to exceed \$15,000.00.

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 3/2/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Fireworks for July 4th, 2018 Celebration

Project Location: Fairhope Pier

Presented to City Council: 3/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$15,000.00 (Not to Exceed)

Providers: Zambelli Fireworks

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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

Division of General Fund Funding This Project							
Admin-10 xxx	Police-15 Marina-34	Fire-20 Street-35	Econ & Comm Dev-24 XXX Sanitation-40	Golf-50	Rec-25 Golf Grounds-55	Adult Rec-30 Debt Service-85	Other _____

Expense Code: 001240-50490 Revenue Code: _____
 Acct Name: Community Events

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____

Project Financed By:
 Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: \$15,000.00 (Incorporated into Operating Expenses of FY2018 Adopted Budget)

(Over) Under budget amount: \$0.00

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

Funding: Operating funds

City Council Prior Approval? Date? Incorporated into FY2018 Budget

City Treasurer	Finance Director	Mayor
Request Received Date: <u>3/2/18</u>	Received Date: <u>3/16/18</u>	Received Date: <u>3/7/18</u>
Request Approved Date: <u>3/2/18</u>	Approved Date: <u>3/16/18</u>	Approved Date: <u>3/7/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiriss, MBA</u>	<u>Mayor Karin Wilson</u>

Contact Person: Chris Ellis, Fire Chief



MEMO

To: Mike Hinson, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Date: March 2, 2018

Re: Greensheet approval -- over \$7,500, Procurement of professional show design and fireworks for the Fourth of July Fireworks Display 2018

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Community Development Department requests approval to procure professional show design and fireworks for the City of Fairhope Fourth of July Fireworks Display 2018. The cost is not to exceed Fifteen Thousand Dollars. See attached quotation.

This procurement is over the greensheet approval benchmark of \$15,000, and under the \$15,000 bid limit, and over the \$10,000 limit for City Council approval. The recommended vendor is Zambelli Fireworks, of New Castle, PA.

NOTES: See attached quotation for details.

Leadtime: delivery two weeks before event

Please move this to the Mayor for approval of the procurement of the fireworks for the Fourth of July, 2018.

Cc: file, Fire Chief, M Hinson;

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

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Neptune Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2018, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 450 Gas Meters and accessories at a not to exceed annual cost of \$62,508.25.

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 28 '18 PM 3:28

Issuing Date: 2/28/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Gas Meter ERTs (450)

Project Location: City-Wide

Presented to City Council: 3/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$33,750.00 (Exempt from formal bidding - See attached memo from Purchasing)
(Provides inventory for remainder of FY 2018)
Providers: Consolidated Pipe & Supply Co., Inc.

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: <u>002-14015</u>	Revenue Code: _____
Acct Name: <u>Inventory</u>	

Project will be: Expensed _____
 Inventoried XXX
 Capitalized _____

Project Financed By:
 Grant: _____
 Federal - not to exceed amount
 State _____
 City _____

Project Budgeted: Incorporated into Operating Expenses in FY2018 Budget

(Over) Under budget amount: n/a

Funding: Operating funds

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

City Council Prior Approval? Date? Incorporated into FY2018 Budget

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/26/18</u>	Received Date: <u>2/28/18</u>	Received Date: <u>2/27/18</u>
Request Approved Date: <u>2/28/18</u>	Approved Date: <u>2/28/18</u>	Approved Date: <u>2/27/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Karin Wilson</u> Mayor Karin Wilson

Contact Person: Terry Holman, Gas Department; Richard Peterson, Director of Operations



MEMO

Date: February 26, 2018

Karin Wilson
Mayor

To: Mike Hinson, Treasurer

From: 
Delores A Brandt, Purchasing Clerk

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Re: Placing on City Council agenda approval to procure gas meter ERTs for the Gas Department, for over \$10,000 for remainder of the proposed 2018FY budgeted item

The Gas Department has the need to procure gas meter ERTs, over this fiscal year 2018. The units must fit into our existing, standardized system. These units are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

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

The estimated number of units for **this order (450)** is itemized on the attached quotation from Consolidated Pipe & Supply Co., Inc., of Mobile, AL, the sole-source distributor for the Neptune ERTs. The **not-to-exceed cost of this procurement will be \$33,750.00**, including freight. This is over the \$10,000.00 City Council approval limit.

Please compose a greensheet, and move forward to the next available City Council agenda, this procurement approval request for gas meter ERTs, at a not-to-exceed cost of \$33,750.00, for the remainder of this 2018FY proposed budget item.

Cc: file, Terry Holman, R Peterson

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

4180 Hall Mill Road
PO Box 191057
Mobile AL 36619
0029 - MICHA LAMBERT
Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

Quote Nbr: 190539 000
Quote Date: 2/22/2018
Job: R900G GAS ERTS
Engineer: FAIRHOPE
Bid Date: 2/22/2018

Page 1

350133 - FAIRHOPE CITY OF
WATER & SEWER
P O BOX 429
FAIRHOPE AL 36533

Good Until: 3/22/2018
To: MICHA
Email: MLAMBERT@CONSOLIDATEDPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
450.0	NEPTUNE R900G AMER 250/425/AC630/12750-000	75.00 EA	33,750.00
Total:			33,750.00

October 6, 2016

To Whom It May Concern:

At this time Consolidated Pipe and Supply Co. is the only Neptune distributor authorized in the state of Alabama to sell RF meter reading equipment and Neptune water meters and parts. Consolidated Pipe and Supply is authorized by Neptune to submit an offer for Neptune water meters and related products.

Neptune Technology Group is the only manufacturer of Neptune meters. Our headquarters and manufacturing facility is located in Tallassee, Alabama. Additional company information can be found at our website www.neptunetg.com.



Thank you for your interest in Neptune products. If you have any questions, please contact your local Consolidated Pipe & Supply representative, Micha Lambert 251-533-5239 or your local Neptune representative, Kevin Smith at 334-799-3760.

Regards,

A handwritten signature in black ink that reads "Chris Knapp".

Chris Knapp
Field Support Manager

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2018, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 450 ERTS at \$75.00 per unit at a not to exceed annual cost of \$33,750.00.

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 28 '18 PM 3:28

Issuing Date: 2/28/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Gas Meters with Connections & Regulators (450)

Project Location: City-Wide

Presented to City Council: 3/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$62,508.25 (Exempt from formal bidding - See attached Memo from Purchasing)
(Provides inventory for remainder of FY 2018)

Providers: Elster American Meter Company LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General	Gas XXX	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	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: 002-14015
Acct Name: Inventory

Revenue Code: _____

Project will be: Expensed _____
Inventoried XXX
Capitalized _____

Project Financed By:

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

Project Budgeted: Incorporated into Operating Expenses in FY 2018 Budget

(Over) Under budget amount: n/a

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

Funding: Operating funds

City Council Prior Approval? Date? Incorporated into FY 2018 Budget

City Treasurer

Finance Director

Mayor

Request Received Date: 2/26/18

Received Date: 2/28/18

Received Date: 2/28/18

Request Approved Date: 2/28/18

Approved Date: 2/28/18

Approved Date: 2/28/18

Signatures: Michael V. Hinson CPA

Jill Cabiniss, MBA

Mayor Karin Wilson

Contact Person: Terry Holman, Gas Department; Richard Peterson, Director of Operations



MEMO

To: Michael Hinson, Treasurer
From: Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: February 26, 2018

- Council Members: Kevin G. Boone, Robert A. Brown, Jack Burrell, ACMO, Jimmy Conyers, Jay Robinson, Lisa A. Hanks, MMC, City Clerk, Michael V. Hinson, CPA, City Treasurer

Re: Placing on City Council agenda approval to procure additional gas meters w/connections and regulators for the Gas Department, over \$10,000, for remainder of 2018

City Council approved the budget for FY2018, The Gas Dept has need to procure additional gas meters w/ connections and regulators for the fiscal year 2018, in the estimated amount of SIXTY-TWO THOUSAND FIVE HUNDRED EIGHT DOLLARS AND TWENTY-FIVE CENTS (\$62,508.25) for 450 meters w/ connections and regulators over the remainder of this fiscal year. The units must fit into our existing, standardized system. These units are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7), which states:

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

The estimated numbers of units needed for the remainder of the fiscal year are:

Table with 4 columns: ITEM, QTY, UNIT PRICE, EXTENDED PRICE. Rows include AC250 5# Reg w/AMR installed, #1 GMI (2) Ins [Ac250], AC630 25#REGw/AMR installed, 1813C, 3/4" or 1NPT, 180 degree, AL425 10# REG w/AMR installed, 1.25 GMI, (2) Ins [AL425_AC630]

Estimated Total \$62,508.25

The estimated cost of this procurement will be \$62,508.25. This is over the \$10,000.00 City Council approval limit.

Please compose a greensheet, and move forward to the next available City Council agenda, this procurement approval request for 450 gas meters and accessories at an Estimated cost of \$62,508.25.

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

Cc: file, Terry Holman, R.Peterson

Reference: 2018 Pricing
 Quote #: OPTY - 2018 - 009819
 Act #: TBD

DATE: 9-Feb-18

TO: City of Fairhope
 PO Drawer 429
 Fairhope, AL 36532-0429

Elster American Meter Company, LLC
 A Honeywell International Inc. Company
 2221 Industrial Rd
 Nebraska City, NE 68410
 (402) 873-8200

Payment Terms: NET CASH, 30 DAYS
 Freight Terms: Origin, Freight Prepaid
 Term & Conditions: Attached
 Pricing Validity: Pricing valid for product shipped on or before:
 12/31/2018

SHIPPING POINTS:
 Meters: Nebraska City, NE
 Industrial Regulators: Nebraska City, NE
 Residential Regulators: Laredo, TX
 Refurbished Meters: Cartersville, GA

SUPPLEMENTAL COMMENTS

- 1 Elster Standard Terms and Conditions
- 2 Elster Standard Warranty and Performance Guarantee
- 3 Elster American Meter Company, LLC, A Honeywell International Inc. Company, submits this bid contingent upon the parties' mutual agreement to a contract document that will govern this sale.

CONFIDENTIAL & PROPRIETARY

Quote #: OPTY - 2018 - 009819

ITEM	QTY.	DESCRIPTION	PRICE	
			Each	Extended
1	400	AC250 5# REG w/AMR installed	\$89.69	\$35,876.29
2	400	#1 GMI, (2) Ins [AC250]	\$9.28	\$3,711.34
3	12	AC630 25# REG w/AMR Installed	\$512.37	\$6,148.45
4	380	1813C, 3/4" or 1" NPT, 180 Degree	\$28.14	\$10,694.85
5	25	AL425 10# REG w/AMR installed	\$226.08	\$5,652.06
6	25	1.25" GMI, (2) Ins [AL425_AC630]	\$17.01	\$425.26

BY: _____



Scott K. Miller
 Honeywell Sales Representative

Honeywell

American Meter Company LLC
2221 Industrial Rd
Nebraska City, NE 68410

September 13, 2016

To Whom it May Concern:

Subject: Elster American Meter Company LLC (Now Part of Honeywell), Ed Young Sales relationship

Please be advised that Ed Young Sales Company (EYSCO) is the exclusive sales representative hosting residential and commercial products for the municipal gas utility market in the states of Virginia, North Carolina, South Carolina, Georgia, Tennessee, Alabama and Mississippi. As our representative, EYSCO provides all interface from quotation request through shipment, while the customer purchase orders are direct with Elster American Meter Company LLC.

In order to ensure that product technical specifications and applications are evaluated properly, it is our preference for municipal gas utilities to work directly through EYSCO.

Our long standing relationship of over 20 years with Ed Young Sales has proved to be a valuable resource for both Elster American Meter and our customers.

Sincerely,



Heidi Frisbie
Business Development Director, Americas
Honeywell Smart Energy

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 four (4) Vehicles (2018 Chevy Tahoe SUV) for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191L

2018 Chevy Tahoe SUV Vehicle **Cost is \$32,012.10 each**

Total Cost for Five is \$128,048.40

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/28/2018

Please return this Routing Sheet to Treasurer by ASAP

Project Name: Chevrolet Tahoe SUV 2WD 4DR (Patrol Rated) (4)

Project Location: Police Dept

Presented to City Council: 3/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$128,048.40 (purchase through Alabama State Bid List)

Providers: Donohoo Chevrolet

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 XX	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: <u>001150-50470</u>	Revenue Code: _____
Acct Name: <u>Purchases Vehicle & Equipment</u>	

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

Project Budgeted: \$188,000.00

Project Financed By:

Grant: _____

Federal - not to exceed amount
 State
 City

(Over) Under budget amount: \$59,951.60 (Accessories to be purchased later) _____

Funding: Operating funds

Title _____ Year _____
 Title _____ Year _____
 Payment _____ Term _____

City Council Prior Approval? Date? Approved in FY 2018 Budget

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/24/18</u>	Received Date: <u>2/28/18</u>	Received Date: <u>2/28/18</u>
Request Approved Date: <u>2/27/18</u>	Approved Date: <u>2/28/18</u>	Approved Date: <u>2/28/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson

Contact Person: Joe Petties, Chief of Police

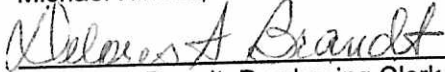


MEMO

Karin Wilson
Mayor

To: Michael Hinson, Treasurer

From:


Delores A Brandt, Purchasing Clerk

Date: February 26, 2018

Re: Approval request for Budgeted procurement of over \$15,000 for Police Vehicles

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Police Department needs **4 Chevrolet Tahoe SUVs**. I am submitting the following current cost summary for Police Tahoe PPV, 2-Wheel drive Patrol Rated (see attached spreadsheet). The best pricing is from the State of Alabama Bid Number T191L, and options, 2018 Chevrolet Tahoe (CC15706) 2WD 4 DR. Included specifications and options determined by Fairhope Police Department.

Four (4) each, Chevrolet Tahoe, Vehicle, Full-Size SUV, Law Enforcement, 2-Wheel Drive (Patrol Rated) delivered cost with options **per unit is: Thirty-Two Thousand Twelve Dollars and Ten Cents, (\$32,012.10)**; for a total cost for the four units of **One Hundred Twenty-Eight Thousand Forty-Eight Dollars and Forty Cents (\$128,048.40)**. The State contract vendor is Donohoo Chevrolet of Fort Payne, Al.

NOTES:

See Attached Vendor CUT-SHEET from AL State Contract T191L for details.

- Delivery Approximately 10 weeks ARO

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the Fairhope Police Department of four Chevrolet PPV Tahoes for a total of \$128,048.40 from Donohoo Chevrolet.

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

Model Code - T191L
Trim

CC15706
9C1 2WD

State Bid Tahoe PPV 2WD	\$	30,739.00
Upgrade	\$	-
Options Price Difference	\$	742.10
Delivery	\$	531.00
Total Price	\$	32,012.10

	\$32,012.10
	<u>x 4</u>
Total =	\$128,048.40



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

Fairhope Police Dept.

Prepared For: DJ White

251-928-8003

donald.white@cofairhope.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

Selected Model and Options

MODEL		
CODE	MODEL	Invoice
CC15706	2018 Chevrolet Tahoe 2WD 4dr Commercial	

COLORS		
CODE	DESCRIPTION	Invoice
GBA	Black	\$0.00

OPTIONS		
CODE	DESCRIPTION	Invoice
---	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle.)	Inc.
---	Capless fuel fill (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Door handles, body-color (Included and only available with (9C1) Police Vehicle only.)	Inc.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
---	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Key, 2-sided (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Luggage rack, delete (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	Inc.
---	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	Inc.
---	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle only.)	Inc.
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	\$0.00

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Data Version: 4894, Data Updated: Feb 22, 2018 9:19:00 PM PST.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
1LR	Brake system, modified, Police "City Brake Package" (Requires (9C1) Police Vehicle.)	\$0.00
5HP	Key, 6 additional keys NOTE: programming of keys is at customer's expense. Programming keys is not a warranty expense	\$37.31
5T5	Seats, 2nd and 3rd row vinyl with front cloth seats Provides vinyl second and third row seats and cloth front seats (Requires interior trim (HOU) Jet Black and RPO (AZ3) front 40/20/40 split-bench seat.)	\$0.00
✘ 6C7	Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is Incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	\$154.70
✘ 6J3	Wiring, grille lamps and siren speakers (Requires (9C1) Police Vehicle.)	\$83.72
✘ 7X6	Spotlamp, left-hand (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	\$445.90

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Data Version: 4994. Data Updated: Feb 22, 2018 9:19:00 PM PST.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (UN9) radio suppression package, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	INC
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle.)	\$45.50
9U3	Seats, driver and passenger front individual seats in cloth trim Power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40-20-40 split bench seat with the 20% section removed which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (AZ3) 40/20/40 split bench seat, trim code (HOU) Jet Black cloth.)	\$0.00

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Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
AMF	Remote Keyless Entry Package includes 6 additional transmitters NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense (Requires (9C1) Police Vehicle.)	\$68.25
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	Inc.
AZ3	Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (When (H2G) Jet Black vinyl interior trim is ordered, seats will be manual not power.) (STD)	\$0.00
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	Inc.
FE9	Emissions, Federal requirements	\$0.00
GBA	Black	\$0.00
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	\$0.00
H0U	Jet Black, Cloth seat trim	\$0.00

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Donohoo Chevrolet

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
IO5	Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	\$0.00
K4B	Battery, Auxiliary, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	Inc.
KW7	Alternator, 170 amps, high output (Included and only available with (9C1) Police Vehicle only.)	Inc.
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	\$0.00
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	\$0.00
NZZ	Skid Plate Package with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	Inc.
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	Inc.

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
R9Y	Fleet Free Maintenance Credit This option code provides a credit in lieu of the free oil changes, tire rotations and inspections (2 maximum), during the first 24 months and 24,000 miles period for this ordered vehicle. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FLS, FNR, FRC or FGO. Not available with FDR order types.) *CREDIT*	(\$61.43)
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)	Inc.
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	Inc.
UE0	OnStar, delete (Requires a Fleet or Government sales order type. With (9C1) Police Vehicle (VV4) OnStar with 4G LTE is deleted when ordered.) *CREDIT*	(\$77.35)
UN9	Radio Suppression Package, with ground straps (Included and only available with (9C1) Police Vehicle.)	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black (Standard on 4WD Commercial models. Available on 2WD, Police and Special Service models. Required on all models going to Alaska, Guam, Hawaii, Puerto Rico and Virgin Islands. All Tahoe (9C1) and (5W4) vehicles include front fascia with recovery hook openings.)	\$45.50
VK3	License plate front mounting package (Included on orders with ship-to-states that require a front license plate.)	\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	Inc.

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Donohoo Chevrolet

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

OPTIONS

CODE	DESCRIPTION	Invoice
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	Inc.
ZAK	Tire, spare, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	Inc.
ZY1	Paint scheme, solid application	\$0.00
Options Total		5742.10

* = Dealer Installed

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Model Code - T191L
Trim

CC15706
9C1 2WD

State Bid Tahoe PPV 2WD

\$ 30,739.00

Upgrade

\$ -

Options Price Difference

\$ 742.10

Delivery

\$ 531.00

Total Price

\$ 32,012.10

\$32,012.10
x 4
Total = \$128,048.40



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

Standard Equipment

Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)

E85 FlexFuel capable

Differential, heavy-duty locking rear

Rear wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle, includes Silver with center caps. (Not included when (NHT) Max Trailering Package is ordered.) (STD)

Tires, P265/70R17 all-terrain, blackwall (Not included when (NHT) Max Trailering Package is ordered.) (STD)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

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Donohoo Chevrolet

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

Exterior

- Fascia, front body-color (With (9C1) Police Vehicle, includes recovery hook openings, but does not include hooks.)
- Fascia, rear body-color
- Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)
- Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror
- Glass, deep-tinted (With (9C1) Police Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Liftgate, rear manual

Entertainment

- Audio system, Chevrolet MyLink Radio with 8" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxillary jack (STD)
- Audio system feature, single-slot CD/MP3 player
- Audio system feature, 6-speaker system
- SiriusXM Satellite Radio, delete
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- OnStar 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 3 months or 3GB (whichever comes first) (Requires (UE1) OnStar Guidance plan. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit onstar.com for details and system limitations.)

Interior

- Seating, front 40/20/40 split-bench, 3-passenger includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (When (H2G) Jet Black vinyl interior trim is ordered, seats will be manual not power.) (STD)
- Seat trim, cloth
- Seat adjuster, front passenger 6-way power
- Seats, second row 60/40 split-folding bench, manual
- Seat, third row manual 60/40 split-folding bench, fold flat
- Floor covering, Black rubberized-vinyl

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Donohoo Chevrolet

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

Interior

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger safety belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxilliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

OnStar Basic plan for 5 years includes select vehicle mobile app features, Advanced Diagnostics and Dealer Maintenance Notification (Does not include Emergency, Security or Navigation services. Visit onstar.com for coverage map, details and system limitations.)

Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

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[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

Safety-Mechanical

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

Safety-Interior

Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report gives you information on your teen's driving habits and helps you to continue to coach your new driver

Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Automatic Occupant Sensing System sensor indicator inflatable restraint, front passenger/child presence detector

Door locks, rear child security

OnStar Guidance Plan Limited Trial Service, including Automatic Crash Response, Stolen Vehicle Assistance, Roadside Assistance, Turn-by-Turn Navigation, Advanced Diagnostics and more (trial excludes Hands-Free Calling minutes) (Fleet orders receive a 6-month trial. Visit onstar.com for coverage map, details and system limitations. Services vary by model. OnStar acts as a link to existing emergency service providers. Not all vehicles may transmit all crash data.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats; lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft deterrent, content, electrical, unauthorized entry

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 4994. Data Updated: Feb 22, 2018 9:19:00 PM PST.



Donohoo Chevrolet

Chad Johnson | 256-845-3525 | cjohnson@donohoochevrolet.com

[Fleet] 2018 Chevrolet Tahoe (CC15706) 2WD 4dr (28)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Years: 2
Maintenance Miles/km: 24,000
Maintenance Note: 2 Visits

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 4994. Data Updated: Feb 22, 2018 9:19:00 PM PST.

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Two (2) Vehicles (2018 Ford F250 Crew Cab 4x2 Pickup Trucks) for the Water and Sewer Departments and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

F250 Crew Cab 4x2 Pickup Truck \$27,245.00 each

Total Cost is \$54,490.00

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/27/2018

Please return this Routing Sheet to Treasurer by ASAP

FEB 28 18 PM 0:23

JAW

Project Name: Ford F250 Crew Cab 4x2 Trucks (2); Water Dept & Sewer Dept

Project Location: Water Dept; Sewer Dept

Presented to City Council: 3/15/2018

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$54,490.00 State of Alabama Contract Bid No. T191A

Providers: Stivers Ford Lincoln of Montgomery

Project Engineer: n/a

Order Date: n/a Lead Time: 10 weeks ARO

Department Funding This Project

General	Gas	Electric	Water XXX	Sewer XXX	Gas Tax	Cap Proj	Impact

Division of General Fund Funding This Project

Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: 004-16030
Acct Name: Vehicles & Equipment

Revenue Code: _____

Project will be: Expensed _____
Inventoried _____
Capitalized XXX

Project Financed By:

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

Project Budgeted: \$58,000.00

(Over) Under budget amount: \$3,510.00

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

Funding: Operating funds

City Council Prior Approval? Date? FY 2018 Adopted Budget

City Treasurer

Finance Director

Mayor

Request Received Date: 2/21/18

Received Date: 2/28/18

Received Date: 2/28/18

Request Approved Date: 2/28/18

Approved Date: 2/28/18

Approved Date: 2/28/18

Signatures: Michael V. Hinson CPA

Jill Cabiniss, MBA

Mayor Karin Wilson

Contact Person: Dan McCrory, W&S Superintendent



MEMO

Karin Wilson
Mayor

Council Members

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Michael Hinson, Treasurer

From:

Delores A Brandt
Delores A Brandt, Purchasing Clerk

Date: February 20, 2018

Re: **Greensheet and approval request for over \$10,000 FY2018 budgeted procurement for two (2) F250 trucks, one for Water Dept, and One for Sewer Dept**

The Water Department and the Sewer Department need one FORD F250 Crew Cab 4x2 Pickup truck for EACH department. I am submitting the following current cost summary for **FORD F250 Crew Cab 4x2 Pickup truck** (see attached spreadsheet). The best pricing is from the **State of Alabama Bid Number T191A, Contract Number 1600000008, Line Number 15**. Included specifications and options determined by Fairhope Water and Sewer Departments.

Two (2), **FORD F250 Crew Cab 4x2 Pickup trucks**. Delivered cost per unit is: Twenty-Seven Thousand Two Hundred Forty-Five Dollars (\$27,245.00) delivered including delivery charges of \$1.50 per mile one-way, for a **total cost for the two units of FIFTY-FOUR THOUSAND FOUR HUNDRED NINETY DOLLARS (\$54,490.00)**. The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

NOTES:

One FORD F250 Crew Cab 4x2 Pickup truck for Water Department
One FORD F250 Crew Cab 4x2 Pickup truck for Sewer Department

**See Attached Vendor CUT-SHEET and STATE CONTRACT printout for details.
Delivery Approximately 10 weeks ARO**

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one FORD F250 Crew Cab 4x2 Pickup truck for each of the Departments, Water and Sewer, for a total of \$54,490.00 from Stivers Ford Lincoln , for the two vehicles.

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

Cc: file; D McCrory; J. Webber; R Peterson

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

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

Lasted Update: 2/20/2018
Revision: 18.2

2018 FORD F250 CREW CAB 4x2 PICKUP - FAIRHOPE WATER/SEWER

CONTRACT NUMBER: MA999 16000000008 (T191A) **LINE NUMBER:** 15 **CONTRACT AMOUNT:** \$23,378

INCLUDES: 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 160" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat
AM/FM Radio, Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer Tow Package w/ 7 / 4 way Plug
Manual Trailer Tow Mirrors w/ Spot Mirrors, 2 Powr Points, Advance Trac w/ Roll Stability Control,
Trailer Sway Control, Hill Start Assist Control, Front Tow Hooks,
2.5" Receiver, Trailer Tow Mirrors and Rear View Camera. 10,000 lbs. GVWR

STATE CONTRACT PRICE (T191A)

160	6 3/4' Box	\$	23,378
996	6.2L V8 385 Horsepower		Standard
X3E	3.73 Electronic Axle		Standard
66S	Upfitter Switches (6 Toggle Switches)	\$	390
67D	200 Amp. Alternator	\$	165
52B	TowCommand Integrated Trailer Brake Controller	\$	100
18B	Cab Steps - Black Molded	\$	270
BL2	Spray-in Bed Liner - (6-3/4" Bed)	\$	445
TB2	Tool Box - Standard (15")	\$	489
SB1	Side Mounted Tool Box (48") - Driver Side	\$	349
SB1	Side Mounted Tool Box (48") - Passenger Side	\$	379
SSL	4-Corner LED Strobes	\$	379
		\$	650
Color:			
Z1	Oxford White w/ Vinyl Gray 40/20/40 Seat		No Charge

DELIVERY - \$1.50 PER MILE ONE-WAY **174 Miles**

City of Fairhope
555 South Section Street
Fairhope, AL 36532

\$ 251

Total Price (each)

\$ 27,245

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: (Required at time of Order)

DATE: (Required at time of Order)

PURCHASE ORDER NUMBER: (Required)

Quantity: (Required)

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

RESOLUTION NO. ____

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

[1] That the City of Fairhope has voted to procure Kronos Timekeeping System: Workforce Manager V8 (Software and Gold Support) for the IT Department from Kronos, Inc. with a total cost of \$6,148.80.

Adopted on this 15th day of March, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 28 '18 PM 3:29

Issuing Date: 2/27/2018

Please return this Routing Sheet to Treasurer by: ASAP

YAH

Project Name: Kronos Timekeeping System; Workforce Manager V8 Software & Gold Support Services

Project Location: City-Wide

Presented to City Council: 3/15/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$6,148.80

Providers: Kronos Inc.

Project Engineer: n/a

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

Department Funding This Project

General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact

Division of General Fund Funding This Project

Admin-10 XXX	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55		Debt Service-85			

Expense Code: Dept-50300 (expensed over multiple departments)
Acct Name: Computer Expense

Revenue Code: _____

Project will be: Expensed XXX
Inventoried _____
Capitalized _____

Project Financed By:
Grant: _____ Federal - not to exceed amount
State
City

Project Budgeted: Component of Computer Expense FY 2018 Budget

(Over) Under budget amount: n/a

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

Funding: Operating funds

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 2/21/18

Received Date: 2/28/18

Received Date: 2/28/18

Request Approved Date: 2/28/18

Approved Date: 2/28/18

Approved Date: 2/28/18

Signatures: Michael V. Hinson
Michael V. Hinson CPA

Jill Cabiniss
Jill Cabiniss, MBA

Karin Wilson
Mayor Karin Wilson

Contact Person: Jeff Montgomery, IT director



MEMO

Karin Wilson
Mayor

To: Michael Hinson, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Clerk

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Date: February 21, 2018

Re: Greensheet request for under \$7,500 and Council Approval for over \$5,000 non-budgeted item for Kronos Timekeeping System: **Workforce Manager (software and support)**

The I.T. Department requests approval to procure the **Software and Gold Support Service** for "**WORKFORCE MANAGER V8**" for the Kronos timekeeping system for the City. This procurement of requested software and support services is with KRONOS INC,. The cost of the procurement will be \$5,040.00 for the software and \$1,108.80 for the GOLD Support Service for a **total** of SIX THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND EIGHTY CENTS (\$6,148.80). The vendor is Kronos Incorporated, of Lowell, MA.

NOTE:

See Attached Vendor Support Services Quote for details.

Please compose a greensheet and forward to City Council to approve this procurement of additional software and support service for Kronos timekeeping system in the amount of \$6,148.80

Cc: file

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



ORDER FORM

Quote#: 595926 - 1
 Expires: 31-MAR-2018
 Sales Executive: Lesniewski, Ian

Order Type: Upgrade US
 Date: 12-FEB-2018
 Page: 1/2

Bill To:	CITY OF FAIRHOPE PO DRAWER 429 FAIRHOPE AL 36533 United States	Ship To:	Attn:JEFF MONTGOMERY CITY OF FAIRHOPE 555 SOUTH SECTION ST FAIRHOPE AL 36532 United States
Solution ID:	6109223	Contact:	Jeff Montgomery
		Email:	jeff.montgomery@fairhopeal.gov
		Ship To Phone:	1 251 753-5849

Payment Terms: N30	FOB: DESTINATION
Currency: USD	Ship Method:
Customer PO Number:	Freight Term: Prepay & Add

Order Notes:

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement (the "Agreement") between Kronos and the State of Alabama dated 02/13/2013. Customer is a public sector entity based in Alabama. By signing and entering into an Order Form that expressly references the Agreement, each Kronos and Customer agree to be bound by the terms and conditions of this Agreement and all references in the Agreement to "Customer" shall be references to the applicable Customer entity entering into the order.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE MANAGER V8	20	
	Total Price	5,040.00

*Includes applicable software media

SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	1,108.80
	Total Price	1,108.80

*Support values listed above are total for all applicable products in each section of this order form

QUOTE SUMMARY

Description	Total Price
Subtotal	6,148.80
Deposit	0.00
Tax	0.00
Grand Total	6,148.80

CITY OF FAIRHOPE

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Kronos Incorporated

Signature: _____

Name: _____

Title: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice.

RESOLUTION NO. _____

WHEREAS, the City Council adopted on January 22, 2018, a resolution approving and adopting the proposed Budget for the FY 2017-2018, Resolution No. 2972-18; and

WHEREAS, the City of Fairhope is desirous to amend the Budget by changing the following budgeted items:

Streets Capital Purchases – Vehicles & Equipment		Budgeted	Surplus
Line Item #4	Asphalt Box	\$58,000.00	\$12,888.00
Line Item #7	3/4 Ton Trucks (not funded)		
Line Item #8	Tool Bodies for Trucks not funded		\$11,000.00
Line Item #13	Mosquito Control Truck (getting EM surplus truck)		<u>\$25,000.00</u>
			\$48,888.88

Allow Surplus funds to be used to purchase Trucks from State of Alabama equipped with Tool Bodies at a cost of \$49,275.00; and amend the Streets Capital Purchases – Vehicles & Equipment with additional funding with a not to exceed \$387.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY 2017-2018 as recommended and presented above.

ADOPTED THIS 15TH DAY OF MARCH, 2018

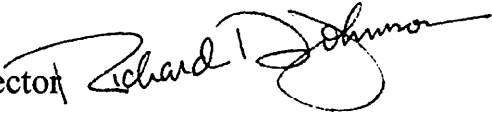
Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Lynn Donnelly Maser, Special Projects

CC: File

Date: March 6, 2018

Subject: FY2018 – Additional Budgetary Considerations Updated – Public Works

Mayor Wilson:

Per your request I would like to submit to the Council the following requests:

- A. Trucks with work (tool) bodies for Street Department – Carpenters (See Attached)

Line Item #7 – Streets Capital Budget had the following request: **Two (2) 3/4 Ton Trucks (Replace 513 & 552) - \$65,000.00 was not funded in FY2018**

Line Item #4 – Streets Capital Budget had the following request: **Asphalt Box (reclaimer/preheater) funded at \$58,000.00 - actual cost \$45,112.00 – surplus available of \$12,888.00**

Line Item #8 – Streets Capital Budget had the following request: **Two (2) Tool Bodies funded at \$11,000.00 for New Trucks not funded – surplus available of \$11,000.00**

Line Item #13 – Streets Capital Budget had the following request: **1/2 Ton Truck for Mosquito Control (Replaces 527) funded at \$25,000 – EM is funded for a new truck; surplus Colorado can be moved to Mosquito Control – surplus available of \$25,000.00**

Truck 513 is a 1999 Ford F-250 with 311,979 miles and truck 552 is a 1999 Ford F-250 with 297,466 miles – both units have exceeded their useable service life and have become prohibitively expensive to maintain.

In a cost minimization effort, we have determined the State of Alabama, through their surplus program, have two trucks available already equipped with tool bodies:

2013 Ford F-550 Diesel with tool body - 72,000 miles -	\$26,125.00
2013 RAM 3500 crew cab with tool body – 140,000 miles -	\$23,150.00
Total Cost of Two Surplus Trucks -	\$49,275.00
Available Surplus Capital Street Funds -	\$48,888.00
Additional Capital Funding Request (not to exceed) -	\$ 387.00

			Left from 2017 Budget	Mayor's Proposed 2018	Originally Cut in Proposed budget	Additional Cuts	Council changes	Mayor's Revised Budget 2018	
Streets									
001-350-50470	1	IT - P25 County Emergency Radios		3,714				3,714	
001-350-50470	2	Sweeper (Purchase)		283,000	(283,000)				
001-350-50470	3	Sweeper (Lease)			48,000		58,500	106,500	
001-350-50470	4	Asphalt Box		58,000				58,000	Slide Surplus - 2013 Dodge RAM 3500 w/Tool Body \$23,150
001-350-50470	5	Roller Packer Trailer		7,000				7,000	2013 F-550 (Diesel) w/Tool Body \$26,125
001-350-50470	6	Barricade Trailer		6,500				6,500	(To pull new Asphalt Trailer)
001-350-50470	7	Two (2) 3/4 Ton Trucks (Replace 513 & 511)		65,000	(65,000)			\$36,000.00	Total Cost: \$49,275
001-350-50470	8	Two (2) Tool Bodies for New Trucks		11,000				11,000	Less Available Capital (\$48,888)
001-350-50470	9	Greenhouse		3,500				3,500	Additional Appropriation Required \$ 387
001-350-50470	10	3/4 Ton Truck - Landscape (Replace 591)		50,000	(25,000)			25,000	
001-350-50470	11	Two (2) Front Mowers		55,000	(27,500)			27,500	
001-350-50470	12	Flat Bed Truck		50,000		(50,000)			
001-350-50470	13	1/2 Ton Truck for Mosquito Control (Replace 527)		25,000				25,000	Move to line #7 - Trucks requiring tool bodies originally not funded
001-350-50470	14	1/2 Ton Truck for Custodian (Replace 018)		25,000				25,000	
001-350-50470	15	IT - Public Works Radios		20,000				20,000	Move to line #7 - Mosquito Truck will be filled by E.M hand-me-down Colorado
		Total		\$ 662,714	\$ (352,500)	\$ (50,000)	\$ 58,500	\$ 318,714	
Sanitation									
001-400-50470	1	One (1) Chassis & Loader Body (Replace Trash Truck 512)		163,000			(105,100)	57,900	
001-400-50470	2	Freightliner - New Way Rear Loader (Replace 541 & 542)		470,000	(470,000)				
001-400-50470	3	Lease: Amt Revalued at \$136,785 (X2)			77,138		6,262	83,400	
001-400-50470	4	Trailer for Garbage to Transfer to Station		90,000				90,000	
		Total		\$ 723,000	\$ (392,862)		\$ (98,838)	\$ 231,300	
Construction & Facilities Maintenance									
001-7-50470	1	Truck for Cody		45,000	(15,000)	(3,000)		27,000	
		Total		\$ 45,000	\$ (15,000)	\$ (3,000)		\$ 27,000	
Fleet Maintenance									
001-7-50470	1	Mechanics - New Service Truck 3/4 Ton		35,000		(35,000)			
001-7-50470	2	Mechanics - New Asphalt around Shop		65,000	(65,000)				
001-7-50470	3	Mechanics - Foam Seal Ceiling in Shop	30,800	30,800				30,800	
001-7-50470	4	Mechanics - Repair Concrete O/S Bay Door		7,500				7,500	
		Total	30,800	\$ 138,300	\$ (65,000)	\$ (35,000)		\$ 38,300	
Judicial									
	1	IT - Muns - Court		88,525		(88,525)			
		TOTAL GENERAL	303,800	\$ 4,834,883	\$ (1,803,623)	\$ (380,150)	\$ (385,953)	\$ 2,265,157	



03/06/2018 09:41
richard.johnson

CITY OF FAIRHOPE, AL

P 1
poinquiry

PURCHASE ORDER

20182421-00 FY 2018

BILL TO

City of Fairhope
P.O. Drawer 429

Fairhope, AL 36533

VENDOR

TRUCK EQUIPMENT SALES INC

4700 RANGELINE RD

MOBILE, AL 36619

Tel# 251-666-8606
Fax# 251-666-8676

Requisition
2489

SHIP TO

MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Delivery Reference
asphalt hot box

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
02/27/18	000254	02/21/18		Streets Department

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	4 Ton Falcon Asphalt Recycler & Hot Box NJPA contract #052417 NO. OZ021518-676 ITEM NUMBER MI10259	1.00	EACH	45112.000	45,112.0
				PO TOTAL	45,112.0

** END OF REPORT - Generated by Richard Johnson **



City Council

Site Plan Approval

Case: SR 18.01 Thomas Hospital Parking Lot, Ph. II

Project Name:

Thomas Hospital Parking Lot
Phase II Addition

Property Owner /Applicant:

Baldwin County Eastern Shore
Hospital Board

General Location:

306 S. Greeno

Project Type:

Site plan approval for a parking
area expansion

Project Acreage:

0.61 acres

Zoning District:

R-4 Low Density Multi Family

PPIN Number:

1682

Report prepared by:

J. Buford King, LEED AP, QCI
City Planner

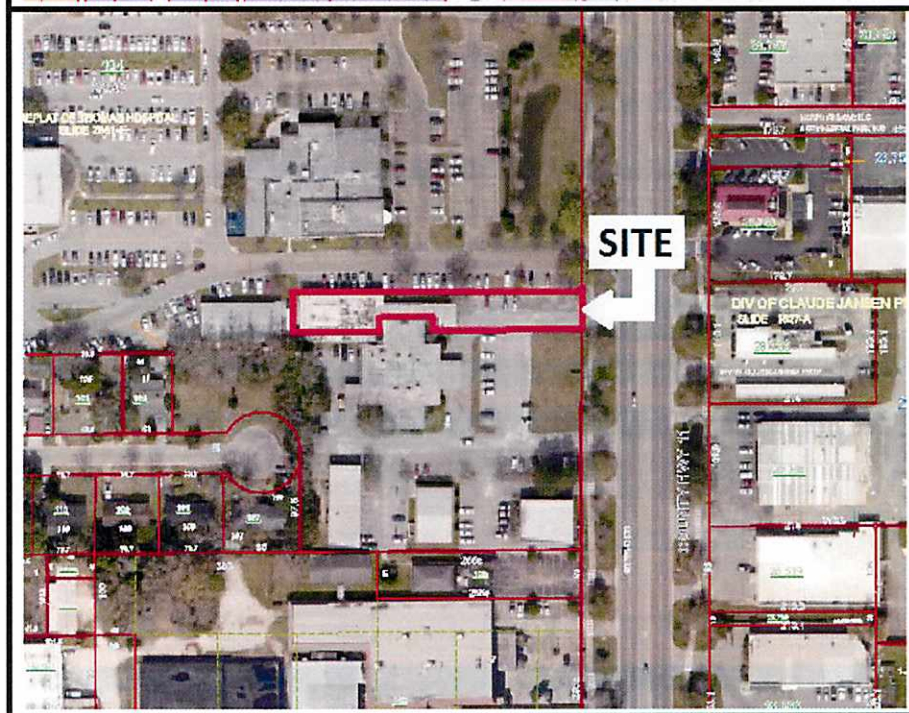
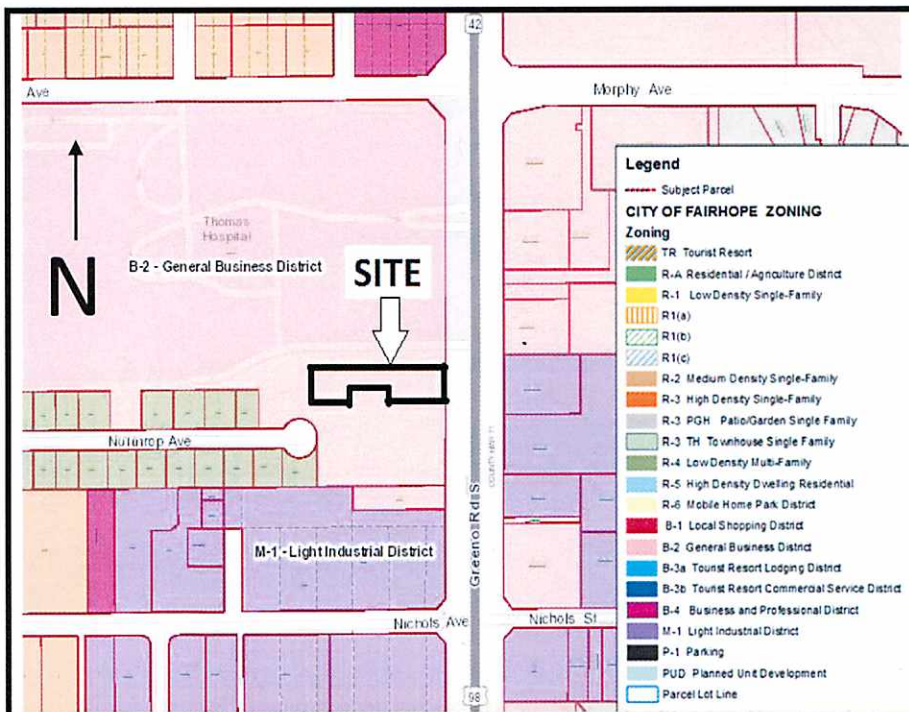
Staff Recommendation:

Approval

Planning Commission

Recommendation:

Approval



Summary of Request:

Subject property is owned by the Baldwin County Eastern Shore Hospital Board and the facility is operated by Thomas Hospital/Infirmary Health. Hutchinson, Moore, and Raugh, LLC (HMR) is the engineer of record (EOR) and is serving as the authorized agent for the applicant. The subject application is a Site Plan Review, and is necessary because the proposed project is for a parking lot addition to Thomas Hospital consisting of impervious parking surfaces covering 70.4% of the site. An existing building was demolished on the site and a new building is not proposed in the subject application, and due to the impervious surface area greater than 30% of the site, a site plan review is required.

“Article II. Section 2. Site Plan

a. Initiation – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures. (Final) site plans that do not accompany a zoning map amendment shall be reviewed according to this section. Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

- (1) Has a gross floor area of 10,000 square feet or greater; or,***
- (2) More than 30% of the lot (excluding the building) is impervious; or***
- (3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article procedures in Article VI, Section D. for review of the rezoning application and site plans associated with a village development.***
- (4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval. VI. However, applicants for rezoning to the village districts may elect to use the special review***

Comments:

Staff prepared a detailed checklist of the various requirements of Article II, Section C.2. of the *City of Fairhope Zoning Ordinance* related to site plan review. Excerpts of the afore-mentioned checklist are listed below reflecting staff’s evaluation of the application:

<i>Article II, Section C.2.d.(1) Compliance with the Comprehensive Plan</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments, no response required	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Page 15 of the Comprehensive Plan states: “The (Thomas) hospital is one of the region’s largest employers and is a significant economic engine for the City. In addition to the economic benefits of the hospital, it is also a vital asset in providing a high quality of life to the citizens of Fairhope.” The Comprehensive Plan further states on page 21 of Vision, Goals, and Objectives “Continue to support Thomas Hospital as an important economic engine for the City”. Subject application supports the activities of Thomas Hospital and is in compliance with the Comprehensive Plan.		

<i>Article II, Section C.d.(6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values.</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments, no response required	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Subject property is the location of a building that was demolished and is immediately adjacent to an existing medical service building as well as close proximity to the Thomas Hospital		

Wellness Center. A parking addition was recently completed immediately west of the subject property. The additional parking area will provide forty (40) additional parking spaces to a site that is heavily-congested with parked vehicles and is not expected to significantly impact the criteria referenced in section C.d.(6). Further, subject property is located within the Medical Overlay District, where parking for various medical facilities is allowable.

<i>Article II, Section C.d.(8) Overall benefit to the community.</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments, no response required	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Subject application provides additional parking at an outstanding medical facility that provides highly-beneficial health care services to Fairhope and surrounding areas.		

Kim Burmeister, Code Enforcement Officer – Ms. Burmeister advised any signage visible from the public right of way must be separately submitted for approval in accordance with the City of Fairhope sign ordinance. Subject application does not depict any signage however signage is noted here in the event a project sign or other signage is desired.

Richard D. Johnson, PE, Public Works Director – Mr. Johnson accepted the civil and stormwater design and concurred with the planning staff as indicated in a review letter to the EOR dated December 14, 2017. An excerpt of the relevant civil/stormwater checklist is below:

<i>Article II, Section C.d.(4) Compliance with other laws and regulations of the City</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments	<input type="checkbox"/> Revise and Resubmit per comments
Comments: The City of Fairhope Public Works Director examined the storm water calculations related to Ordinance 1550 requiring Low Impact Development (LID) techniques for parking facilities. In addition to the brick pavers included on drawing 4 of 8 a rain garden is included on the site to comply with the LID requirements of Ordinance 1550. The Public Works director found the storm water calculations and site civil to be acceptable. Further, please note on drawing 7 of 8 Type "A" silt fence is required. (Type "A" silt fence is shown on the drawing, please label it type "A" on the "for construction" plans)		

Dan McCrory, Water and Sewer Superintendent – Mr. McCrory advised any sewer laterals discovered during construction shall be cut and capped.

Joe Wolchina, Electric Superintendent – staff reviewed the application with Mr. Wolchina and advised Mr. Wolchina the existing overhead power supplies traversing subject property will not be affected by the project.

Robert Rohm, Natural Gas Superintendent – staff reviewed the application with Mr. Rohm and Mr. Rohm verified an existing natural gas regulator in the area of the project has been re-located and a safety barrier has been erected around the regulator as seen in the photos below.



Additional Site Photos:



Subject property looking east from existing Parking area

Subject property looking west from Greeno Rd.



Subject property looking southeast toward Existing LabCorp building



Subject property looking northwest toward main hospital campus



Subject property looking east from existing Parking area toward LabCorp building



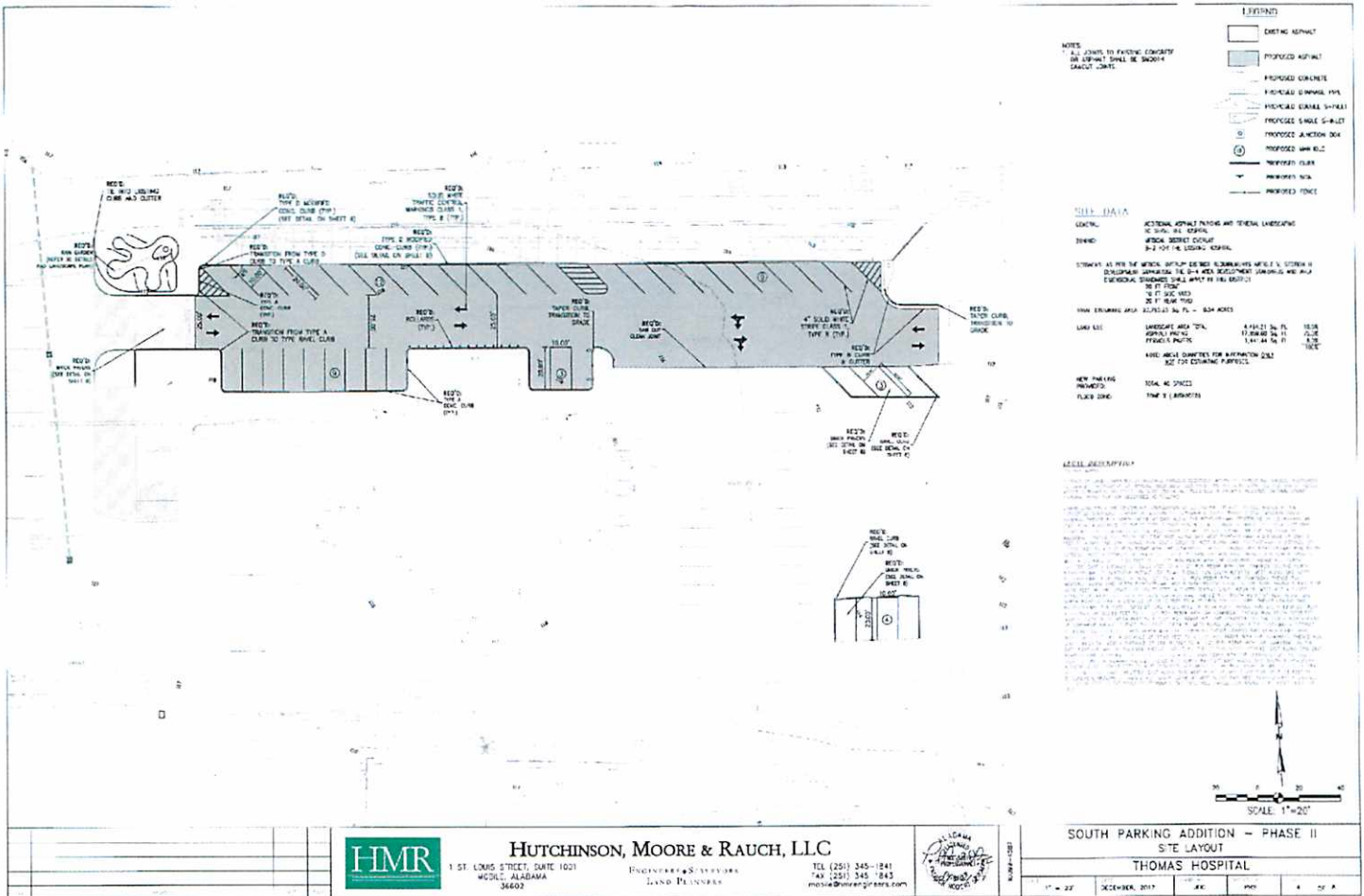
Subject property looking northeast from existing parking area toward wellness center

Staff Recommendation:

Staff recommends APPROVAL of the site plan.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its January 4, 2018 regular meeting, unanimously recommended APPROVAL of the site plan.



NOTES
 1. ALL DRIVE TO FACING ELEMENTS
 OR CURBS SHALL BE BUILT TO
 SAUCUT CURBS.

- LEGEND
- EXISTING ASPHALT
 - PROPOSED ASPHALT
 - PROPOSED CONCRETE
 - PROPOSED DRIVEWAY PAV.
 - PROPOSED DRIVEWAY PAV.
 - PROPOSED SINGLE S-WALL
 - PROPOSED ANCHOR BOX
 - PROPOSED WIRE ELEC.
 - PROPOSED CURB
 - PROPOSED SIGN
 - PROPOSED FENCE

SOIL DATA

GENERAL NOTES: ALL SOILS ARE CLASSIFIED AS PER THE LOCAL CODES.

STRENGTH AS PER THE LOCAL CODES: ALL SOILS ARE CLASSIFIED AS PER THE LOCAL CODES.

AREA	SOIL TYPE	UNSATURATED SWELLING POTENTIAL (%)	UNSATURATED SHRINKAGE (%)	UNSATURATED SHRINKAGE INDEX (%)
LANDSCAPE AREA	CLAYEY SAND	15.00	10.00	10.00
PARKING PAVEMENT	CLAYEY SAND	15.00	10.00	10.00
PROPOSED DRIVEWAY	CLAYEY SAND	15.00	10.00	10.00

LEGAL DESCRIPTION

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SOUTH PARKING ADDITION - PHASE II
 SITE LAYOUT
 THOMAS HOSPITAL

1" = 20' DECEMBER 2017 AK 000 4 OF 4



HUTCHINSON, MOORE & RAUCH, LLC
 1 ST. LOUIS STREET, SUITE 1001
 MOBILE, ALABAMA 36602

ENGINEERS & SURVEYORS
 LAND PLANNERS

TEL (251) 345-1841
 FAX (251) 345-1843
 mobile@hmr.com



NO.	DATE	DESCRIPTION



Received Feb 21st
11:02 AM

City Council

Site Plan Approval

Case: SR 18.02 Bancroft & Pine Mixed Use Development

Project Name: Bancroft and Pine Mixed Use

Property Owner: Fairhope Single Tax Colony; the lessee is John Wise III

Applicant: Larry Smith, PE SE Civil

General Location: The property is located on the southeast corner of the intersection of Bancroft Street and Pine Street, at 106 N. Bancroft Street.

Project Type: Site Plan Approval for a 22-unit office mixed use project consisting of a total of 32, 786 square feet (sf).

Project Acreage: 0.3 acres

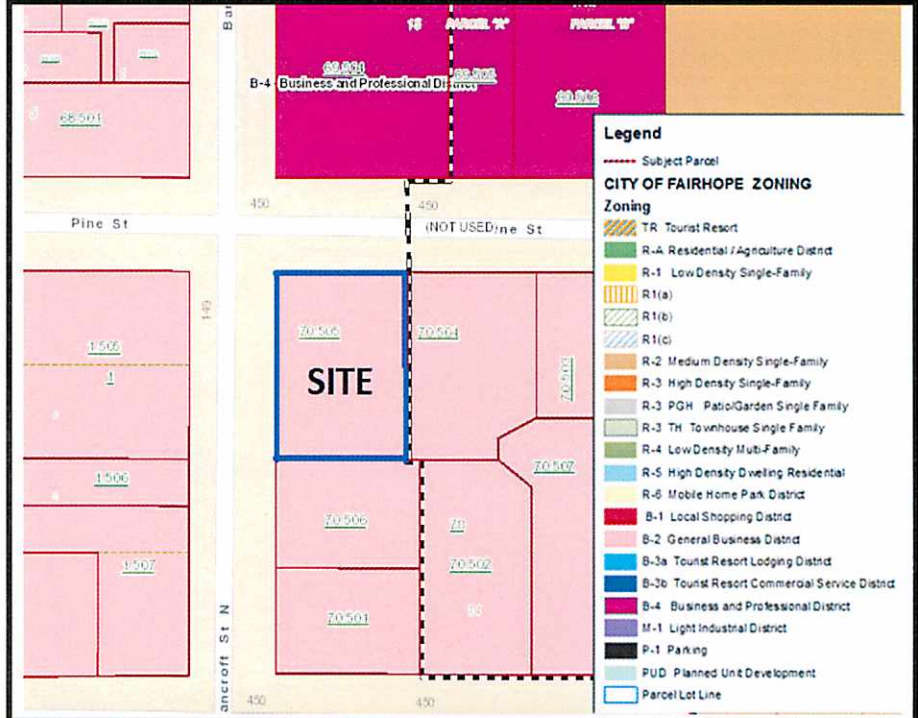
Zoning District: Central Business District with B-2 Underlying zoning.

PPIN Number: 15402

Report prepared by: Nancy Milford, Staff Planner, EIT, CAPZO Certified

Staff Recommendation: Approval with conditions.

Planning Commission Recommendation: Approval With conditions



Summary of Request: Request of Mr. Larry Smith for Site Plan Approval of Bancroft and Pine Mixed-Use Development, a 22-Unit project. The property is owned by Fairhope Single Tax and leased by Mr. John S. Wise III. This application was heard by Planning Commission on January 4, 2018. The Planning Commission unanimously voted to recommend approval of the application subject to staff conditions.

Mr. Larry Smith is the authorized agent and engineer of the proposed project. This application requires a site plan review due to its location in the Central Business District (CBD) overlay, its gross floor area being greater than 10,000 square feet, and it being a mixed-use project with a height of 40 feet.

Article II. Section 2. Site Plan

a. Initiation – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures. (Final) site plans that do not accompany a zoning map amendment shall be reviewed according to this section. Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

(1) Has a gross floor area of 10,000 square feet or greater; or,

(2) More than 30% of the lot (excluding the building) is impervious; or

(3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article procedures in Article VI, Section D. for review of the rezoning application and site plans associated with a village development.

(4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval. VI. However, applicants for rezoning to the village districts may elect to use the special review

The property is approximately 13,250 square feet (±.3 acres) and located at the southeast intersection of Bancroft and Pine. The applicant is requesting site plan approval for an office-based mixed use. The first floor is 7770 sf (commercial) with the remaining parking, the second floor is 12, 508 sf, and the third floor is 12,508 sf. (representing the heated and cooled space per floor) for a total building project of 32,786 sf. The building footprint on the lot is 14, 357 sf, under roof, which includes the balconies overhanging the sidewalks.

Comments:

Site History: The subject property is the location of Fairhope Auto and Marine Business which has been in operation in Fairhope since 1981. The current and previous zoning of the property is B-2 (General Business Zoning District). The properties to the north of the subject property are zoned B-4 (Business and Professional District), to the south east and west is B-2 zoned property. The property is in the current Central Business Overlay.

Site Photos: Bancroft and Pine Mixed Use Property



View from the west, looking east.



View from the north, looking south.



View from the south, looking north.



View looking to the south.

Site Plan Evaluation:

1. **Review Criteria:** In accordance with *Article II Section C 2.d*, the application shall be reviewed based on the following criteria:
 - **Compliance with the Comprehensive Plan;**
 - **Compliance with any other approved planning documents;**
 - **Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts;**
 - **Compliance with other laws and regulations of the City;**
 - **Compliance with other applicable laws and regulations of other jurisdictions;**
 - **Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;**
 - **Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values;**
 - **Overall benefit to the community;**
 - **Compliance with sound planning principles;**
 - **Compliance with the terms and conditions of any zoning approval;**
 - **Any other matter relating to the health, safety, and welfare of the community;**

Staff has reviewed this application and found it consistent with the Comprehensive Plan and the standards, goals, and intent of the zoning Ordinance and applicable zoning districts. The Comprehensive Plan states (page 35) that downtown is to remain the dominant Village Center. The location of this mixed use will provide updated infill development to the Central Business District, provide vehicular parking for the residents and is located within the business district to provide pedestrian experiences and bicycle mobility of residents to the downtown center. This project meets the Comprehensive Plan Implementation goals and tasks as stated on page 45, “Ensure that all new development is reflective of the Fairhope physical image and appropriately connected for people, bikes and cars.” It also encourages, promotes, and simplifies high quality development practices that support the scale and character of existing neighborhoods and commercial areas, as stated on page 45 of the Comprehensive Plan.

The proposed project is an improvement of the existing property, updating the building and use of the property to be more consistent with the surrounding character of the neighborhood. The building is multi-story and taller than some of the immediate adjacent properties, but it is consistent with the height of the surrounding mixed-use properties within the block and the allowed height within the Central Business District.

While there may be additional traffic, the applicant has provided for adequate parking for the residential units under the building. This development did not meet the trigger for a traffic study. The sidewalk will be improved to be an 8-foot sidewalk, as required for all new construction within the CBD (**Article V Section B.4.e.**)

2. Property boundaries with dimensions and setback lines; Article 2 Section C.2.d.12 Site Plan The balcony appears to be over the sidewalk, which requires a hold harmless agreement with the City of Fairhope. The applicant is working with the city on the appropriate agreements for the balcony.
3. Data to show percentage of lot covered with existing and proposed buildings; Article 2 Section C.2.d.14 The site data table appears to be 100% lot coverage. The applicant has clarified that the trash storage is located under the balcony from above. The entire site is covered by building and balcony.
4. Building Height and elevations: In accordance with **Article 2 Section C.2.d.15**, elevations have been provided. The height shall be 40'.
5. Screening, lighting, fencing and landscape material: Article IV Section B.2 Screening. The applicant has shown that the trash cans will be screened with 6-foot fencing, which is the only fencing that will be provided by the project.
6. Parking: Article IV Section E.6 Pervious Parking requires twenty five percent 25% of all parking spaces shall be constructed of a pervious material. However, the CBD allows building to the property lines and the parking area is covered by building and is not pervious.

According to Article IV Section E.3 Parking Dimensions and Size, parking spaces shall be 10' by 20' as per the City of Fairhope parking requirements. The applicant has provided 6 compact sized parking spaces which are a part of the Low Impact Development (LID) Ordinance for site design.
7. Sidewalks: In accordance with **Article V Section B.4.e, sidewalks shall be a minimum of eight feet (8') in width for all new construction**, which has been provided on the site design drawings.
8. The locations, intensity, and height of exterior lights: Article IV Section B.3 3. Parking Lot/Open Area Lighting. The applicant is not providing any pole lighting. One City of Fairhope street light pole is being relocated.
9. The locations of mechanical equipment: Article IV Section B. 2. Screening. The mechanical equipment is placed on the roof and screened by the roof parapet wall.
10. Landscaping plan in conformance with the City of Fairhope Landscape Ordinance:

Sec. 20.5-4. - General landscape requirements.

(a) Applicability. All rules, regulations, and requirements set forth in this section are applicable to the following:

(1) Any new development or construction, except single family residences and development or construction in the Central Business District (without off-street parking) that falls within the police jurisdiction of the City of Fairhope. This includes all public use buildings (i.e. churches, clubs, etc.) as well as city and private property.

(13) Tree Credits

Lands Adjacent to the following roads: U.S. Highway 98, Alabama Highway 104, North Section Street (Excluding any properties within the Central Business District), South Section Street (excluding properties within the Central Business District), South Mobile Street, Parker Road, Volanta Avenue, Gayfer Road, Gayfer Road Extension, Fairhope Avenue, Morphy Avenue, Nichols Avenue, Middle Street, Twin Beech Road and County Road 32. All lands within twenty (20) feet of the boundaries of U.S. Highway 98, Alabama Highway 104, North Section Street (excluding any properties within the Central Business District), South Section Street (excluding properties within the Central Business District), South Mobile Street, Parker Road, Volanta Avenue, Gayfer Road, Gayfer Road Extension, Fairhope Avenue, Morphy Avenue, Nichols Avenue, Middle Street, Twin Beech Road and County Road 32 within the corporate limits of the City of Fairhope, in all zoning districts, are hereby required to be reserved by owners or developers of such land as greenspace and tree protection zones, such lands being required to conform to all applicable provisions of this chapter. Provided, however, that the greenspace shall be landscaped as follows:

- **Where no vegetation, other than grass exists, new landscaping and plantings shall be installed within the twenty-foot strip as approved by the city horticulturist; otherwise the following shall apply:**
- **For front facing structures, the reserved area may be:**
 - a. Left in its natural state;**
 - b. Natural growth retained, but enhanced with addition of trees and shrubs.**

It is staff's interpretations that the landscape plan will not apply for the proposed project. In totality of all the regulations being considered, staff believes that the "without off-street parking" in the CBD language refers to off-street surface parking adjacent to a building not parking included within the building. It is clear that screening and "greening" of parking areas in Fairhope are of great importance and an uncovered off-street surface level parking lot in

front or beside a building would be desired to be landscaped hence the language

11. Dumpster location and screening: **Article II Section C 2.d.24** The dumpster for construction and port-o-let appears to be on City of Fairhope Right of Way. Please confirm if this is the case. If so, special permission will need to be obtained from the City of Fairhope Public Works Department.

12. Storm water: **Article V Section B**

4. Dimension Standards – All dimension standards for the underlying districts shall apply in the CBD overlay except as follows:

a. Non-residential buildings in the CBD shall be built at the right-of-way line, unless a courtyard, plaza or other public open space is proposed.

Within the Central Business District, the building can be built to the right of way line. No storm water detention is proposed for this project. However, the City of Fairhope Public Works Director, Mr. Richard Johnson, PE, did review and make comments to the drainage. The applicant made the requested changes.

13. Location and size of all signage: **Article II Section C 2.d.25** Signage shall be addressed under a separate permit and shall be in compliance.

14. Water and Sewer: **Article II Section C 2.d.12 (Any other matter relating to the health, safety and welfare of the community)** Mr. Richard Peterson, PE, Director of Operations, has reviewed and approved the Water and Sewer for this project.

Staff Recommendation: Staff recommends approval of the application contingent upon the following conditions:

1. The applicant shall provide the appropriate hold harmless agreements, meeting the approval of the City of Fairhope, regarding the balcony over sidewalks.

Planning Commission Recommendation: The City of Fairhope Planning Commission, at its January 4, 2018 meeting unanimously recommended the approval of the site plan application contingent upon the following conditions:

1. The applicant shall provide the appropriate hold harmless agreements, meeting the approval of the City of Fairhope, regarding the balcony over sidewalks.



March 6, 2018

Wayne Dyess, AICP
Fairhope Planning Department
555 S. Section Street
Fairhope, Alabama 36532

Re: Bancroft & Pine Modification

Dear Wayne:

Per our email correspondence, we are requesting a modification to the approved site plan. The following is a list of changes:

- a) Corrected the site plan to reflect 21 residential units and 2 commercial units. This matches the application, description, and fee that were submitted. It also matches the description that was presented to the PC.
- b) Increased the building height to 40' to meet the updated ordinance.
- c) Reduced the size of the building to allow approximately 3' off the eastern side setback.
- d) Increased the balcony overhand to eight feet.

The zoning ordinance has a list of requirements that must be met in order to accept an adjustment. Below are the justifications:

1. *The modification addresses actual site conditions that were not anticipated in the reviewed site plan.*

Response: a) On the unit count, this was just an oversight. The application, description, and fee paid had the correct unit count. b) On the building height, prior to the PC meeting this item was discussed with Nancy and Erik. We wanted to make sure that the building plans would be reviewed on the ordinance in effect at the time of Building Permit submittal. If not we were prepared to pull the application until the height was modified. We were told by Erik that the building height would be reviewed against the current ordinance at the time of building plan submittal. c) During the PC meeting the question was asked how the building would be constructed right up against the eastern property. This happens all over town, however most owners in the CBD allow the adjacent construction workers to walk through their property to access. It was apparent that this would not be the case, so we chose to bring the building line three (3) feet off the eastern property line. d) During the PC meeting Dr. Thayer asked how far the balcony would extend over the sidewalk. We stated to the effect that they were still working on the actual width.

2. *The modification meets the intent of the site plan standards in an equivalent or improved manner than the original site plan.*

Response: The modifications to the site plan reduce the size of the building, assist in the concern of the adjacent property owner, and conform to the building height the city was already moving towards. The balcony overhang widths were discussed in the PC meeting and the final width was not determined at that time. There are other balconies around town that have eight (8) feet

overhangs. For these reasons, the modifications meet the intent of the site plan standards in an equivalent or improved manner.

3. *The modification results in no greater impact on adjacent property than the approved site plan.*

Response: The site has right of way to the north and west. The property to the south and east are both commercially zoned. The modifications to the height do not change any conditions that are not allowed by right. Also it should be noted that both of these parcels have the ability to construct to this height. The modification to the location of the building actually decreases the burden on the property to the east. The balcony and unit count do not have any effect on the two adjacent properties.

If you have any questions, please let me know.

Sincerely,

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

Larry Smith, PE
larry@secivil.pro

SITE ANALYSIS

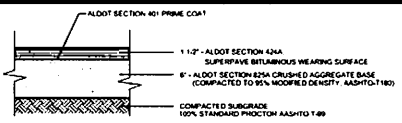
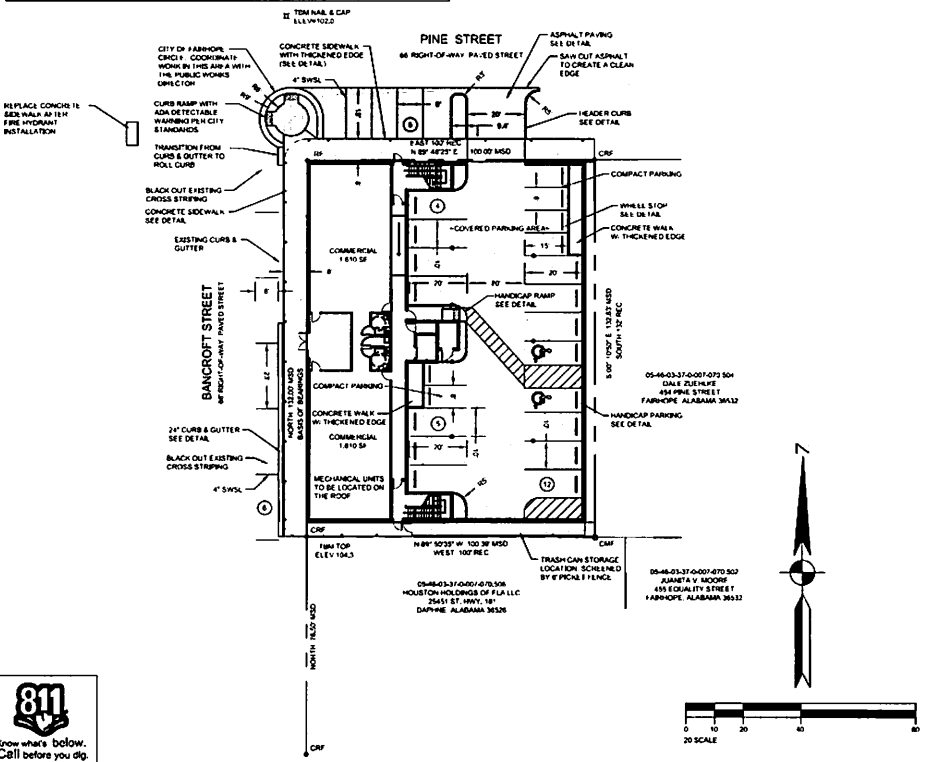
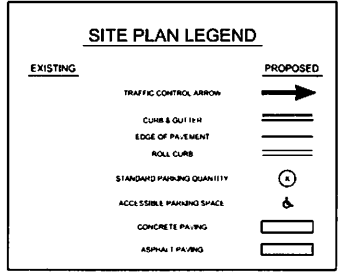
SITE AREA (PROPOSED)		BUILDING UNDER ROOF	
10.30 AC (13,290 SF)		14,647 SF	
1ST FLOOR OFFICE	2ND FLOOR (RES)	3RD FLOOR (RES)	TOTAL
3,220 SF	12,153 SF	27,528 SF	
RESIDENTIAL UNITS		TOTAL UNITS	
21 UNITS		23 UNIT	
RECYCLING PARKING		HOV3+ BUILD PARKING	
21 SPACES (SEE PARKING DATA)		27 SPACES	
JURISDICTION		ZONING	
CITY OF FAIRHOPE		B-2, CBO	
IMPERVIOUS AREA (EXCLUSIVE OF BLDG)		PERVIOUS AREA (EXCLUSIVE OF BLDG)	
NA		NA	
BUILDING SETBACKS	FRONT YARD	10' UNCLD	0 FT
	SIDE YARD	0 FT	0 FT
	REAR YARD	0 FT	0 FT
	MAXIMUM BUILDING HEIGHT	35'	
	MAX. BUILDING SITE COVERAGE	15%	

PARKING DATA

PARKING REQUIREMENT	SPACES
WATED USE	
21 RESIDENTIAL UNITS - 1 SPACE PER UNIT	21
COMMERCIAL SPACE - NO PARKING ALLOWED IN CBO	0
TOTAL REQUIRED =	21
NEW ON-STREET PARKING (PINE)	8
STANDARD PARKING	13
COMPACT PARKING	6
HANDICAP PARKING	2
TOTAL PROVIDED =	29

LAND USAGE

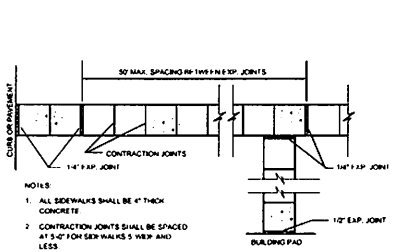
DESCRIPTION	AREA	% OF PROPERTY AREA
PROPERTY AREA	0.30 ACRES	-
BUILDING AREA (UNDER ROOF)	0.30 ACRES	100%
SITE AREA EXCLUSIVE OF BLDG	0 ACRES	-
IMPERVIOUS PAVING EXCLUSIVE OF BLDG	0 ACRES	-
PERVIOUS PAVING	0 ACRES	-
GRASSED/LANDSCAPED AREA	0 ACRES	-



NOTE: PAVING SECTION DESIGN PROVIDED BY OTHERS, I.E. CIVIL ENGINEER'S NO WARRANTY FOR THE USE OF THIS PAVING SECTION. ALL ASPHALT MATERIAL AND PAVING OPERATIONS SHOULD MEET APPLICABLE SPECIFICATIONS OF THE ASPHALT INSTITUTE AND ALABAMA DEPARTMENT OF TRANSPORTATION.

ASPHALTIC CEMENT PAVEMENT DETAIL

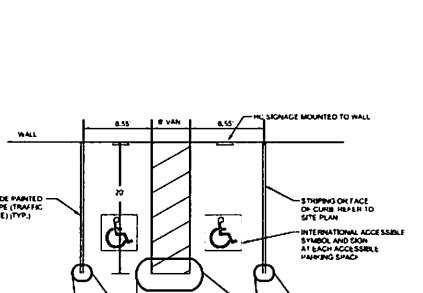
SCALE: 1/8\"/>



- NOTES:
1. ALL SIDEWALKS SHALL BE 4\"/>
 - 2. CONTRACTION JOINTS SHALL BE SPACED AT 30\"/>
 - 3. FOR SIDEWALKS 3\"/>
 - 4. FOR SIDEWALKS OVER 6\"/>
 - 5. CONTRACTION JOINTS SHALL BE 1\"/>
 - 6. FOR SIDEWALKS 12\"/>
 - 7. PROVIDE 1/2\"/>
 - 8. A LAYER OF 2\"/>

TYPICAL SIDEWALK DETAIL

SCALE: 1/8\"/>



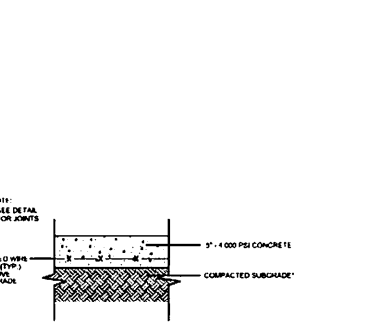
- NOTES:
1. DIMENSIONS ARE TO THE CENTERLINE OF MARKINGS.
 2. CRITERIA FOR PAVEMENT MARKINGS ONLY. NOT PARKING SIDEWALK CURB RAMP LOCATIONS FOR RAMP LOCATIONS REFER TO PLANS.
 3. BLUE PAVEMENT MARKINGS SHALL BE TINTED TO MATCH SHADE 15180 OF FEDERAL STANDARDS 588A.

HANDI-CAP PARKING DETAIL

SCALE: 1/8\"/>

SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF FAIRHOPE REGULATIONS AND CODES AS WELL AS 5-I.A. AND ALDOTT STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF EXISTING AND PROPOSED BUILDING DIMENSIONS. EXACT BUILDING UTILITY ENTRANCE LOCATIONS TO BE SHOWN ON PLANS.
3. ALL ISLANDS SHALL BE LANDSCAPED.
4. ALL CURBED OR STRIPPED AREAS ARE TO BE FLUSH UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS AND FINISH ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
6. EXISTING STRUCTURES WITH CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN THE BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS INCLUDING BUT NOT LIMITED TO ALL UTILITIES. STRUCTURE, SIGNS, TRAFFIC SIGNALS, ETC. AS REQUIRED FOR SITE WORK. ALL WORK SHALL BE IN ACCORDANCE WITH GOVT. ENGINEER'S SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
8. THE DIMENSIONS SHOWN ARE TO FACE OF BUILDING UNLESS OTHERWISE SHOWN.
9. REFER TO THE STRUCTURAL PLANS FOR THE COLUMN GRID LAYOUT AND INFORMATION REQUIRED TO LOCATE THE BUILDING WITHIN THE FOUNDATIONS.
10. THE SURVEY OF EXISTING CONDITIONS IS SHOWN WITHIN THESE PLANS. ALL EXISTING CONDITIONS SHALL BE VERIFIED TO BE TRUE AND ACCURATE PRIOR TO BEGINNING WORK.
11. REFER TO THE LANDSCAPING PLANS FOR PLANTING LOCATIONS AND ISLAND DETAILS.
12. PAINTED STRIPING SHALL BE BRIGHT AND CLEAR. STRIPES SHALL BE PER PLAN AND PAINTED ON CLEAN ASPHALT OR CONCRETE.
13. CURBING SHALL BE FORMED AND POURED CONCRETE UNLESS OTHERWISE DETAILLED WITHIN THE DRAWINGS. CONCRETE FOR CURBING SHALL BE 3000 PSI.
14. HANDICAP RAMP AND PARKING STALLS SHALL BE PER ADA REQUIREMENTS AND LOCAL INDUSTRY PRACTICES.
15. THIS SITE IS ZONED B2 WITHIN THE CBO.
16. TOTAL SITE AREA = 10.30 ACRES.
17. NOTIFY CITY OF FAIRHOPE INSPECTORS 24 HOURS BEFORE THE BEGINNING OF EVERY PHASE OF CONSTRUCTION.
18. NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED GOVERNMENTAL INSPECTIONS.
20. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT MUST BE PRESENT ON SITE WHILE THE LAND DISTURBANCE ACTIVITY IS IN PROGRESS.
21. CONSTRUCTION EQUIPMENT SHALL NOT BE PARKED IN OR OVER BARRIERS WITHOUT PERMISSION FROM THE CITY.
22. DURING CONSTRUCTION, ACCESS ROADWAYS CONSTRUCTED OF ALL WEATHER SURFACE CAPABLE OF SUPPORTING 8000 POUNDS GROSS WEIGHT SHALL BE PROVIDED THE WIDTH OF THE ACCESS ROADWAY DURING CONSTRUCTION SHALL BE 20 FEET PER STANDARD FIRE PREVENTION CODE, LATEST EDITION.
23. ALL NON-HANDICAP PARKING SPACE LINES WILL BE WHITE.
24. ALL TRAFFIC CONTROL SIGNS AND MARKINGS SHOWN ON THE SET WILL CONFORM WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FINAL LATEST EDITION. REFER TO THE SIGN CODES CONTAINED IN THE MUTCD FOR ALL TRAFFIC CONTROL SIGNS. NOTE: THE COLOR AND SIZE OF ALL PAVEMENT MARKINGS, INCLUDING CURBING, IS IN ALDOTT'S ROADWAY AND TRAFFIC DESIGN STANDARDS WHERE APPLICABLE.
25. NO PROTECTED TREES WILL BE REMOVED OR DESTROYED. DESTROYED OR DAMAGED OR MULTIPLE DESTROYED, DESPECIFIED OR DESTROYED, CUT DOWN, OR EXCESSIVELY PRUNED DURING CONSTRUCTION ACTIVITIES.
26. FIRE LANES AND SIGNAGE TO MEET REQUIREMENTS OF NFPA 1 CHAPTER 18.
27. THE CONTRACTOR SHALL FURNISH AND MAINTAIN THEMSELVES WITH ALL OF THE EXISTING CONDITIONS AT THE SITE. INCLUDING UTILITIES, SURFACE ETC. AND SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE THEY CAUSE TO NEW AND EXISTING CONSTRUCTION PROPERTY AND ANY UNAUTHORIZED DISRUPTION TO UTILITIES, ETC. AND TO ADJACENT PROPERTIES.
28. PRIOR TO CONSTRUCTION, EXISTING UTILITIES AT PROPOSED CROSSINGS AND CROSSINGS SHALL BE FIELD EXCAVATED TO VERIFY LOCATIONS, ELEVATION AND SIZE. NOTIFY THE ENGINEER IMMEDIATELY WITH ANY DISCREPANCIES.
29. ALL SIGNAGE SHALL BE IN COMPLIANCE WITH THE CITY OF FAIRHOPE SIGN CHARTER.
30. THE CONTRACTOR SHALL INFORM THE CITY OF FAIRHOPE OF A SCHEDULING PLAN ON CONSTRUCTION. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD PRIOR TO COMMENCEMENT OF DEMOLITION ACTIVITIES. COORDINATION WITH THE BUILDING DEPARTMENT WILL BE NECESSARY DURING DEMOLITION AND CONSTRUCTION.
31. THE CONTRACTOR SHALL BE IN COMPLIANCE WITH THE CITY OF FAIRHOPE ZONING ORDINANCE. ALL SITE LIGHTING SHALL BE APPROPRIATE AS TO NOT NEGATIVELY EFFECT ADJACENT PROPERTIES.



* REFER TO THE GEOTECHNICAL REPORT FOR PREPARATION OF THE PAVEMENT SUBGRADE.



DATE	10/20/17	1. PROJECT DEPT.	
DATE	10/20/17	2. PROJECT DEPT.	
DATE	10/20/17	3. PROJECT DEPT.	



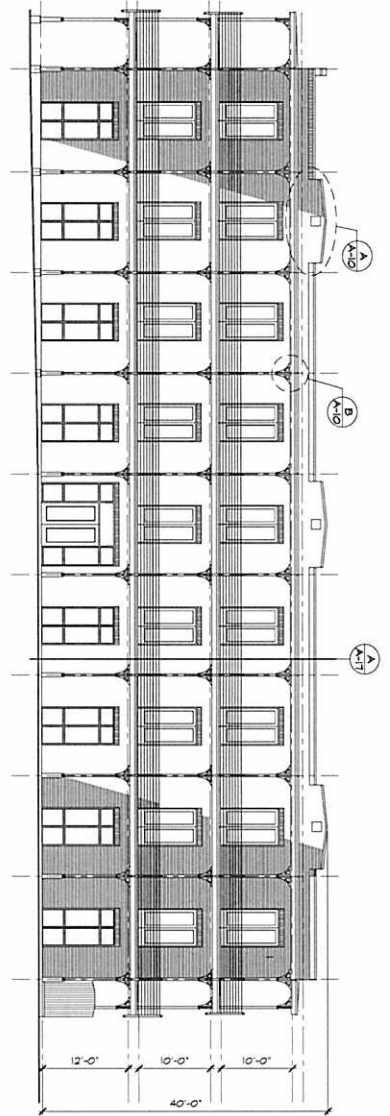
SITE PLAN

BANCROFT & PINE MIXED USE DEVELOPMENT



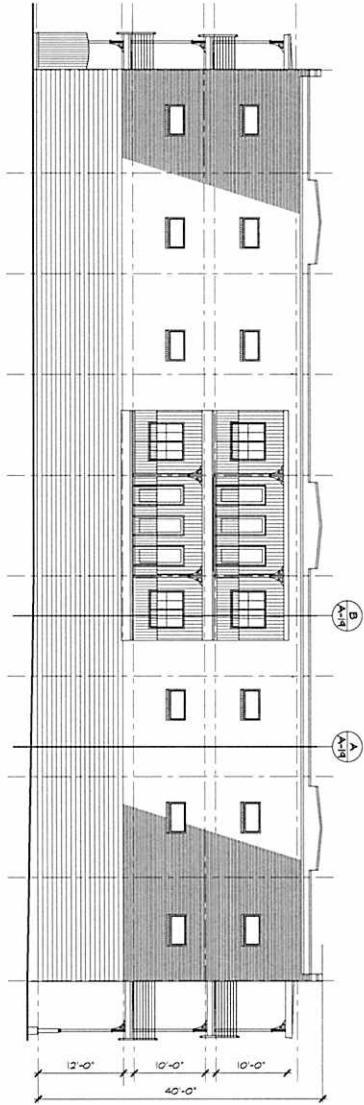
JOB No.	20170398	DATE	11/08/17
DRAWN	TLS	SCALE	1/8\"/>

SHEET
C01



FRONT ELEVATION - BANCROFT - WEST

SCALE: 1/4" = 1'-0"

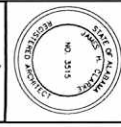


REAR ELEVATION - EAST

SCALE: 1/4" = 1'-0"



Clarkitects
L.L.C.
Fairhope, AL
(251)680-7131



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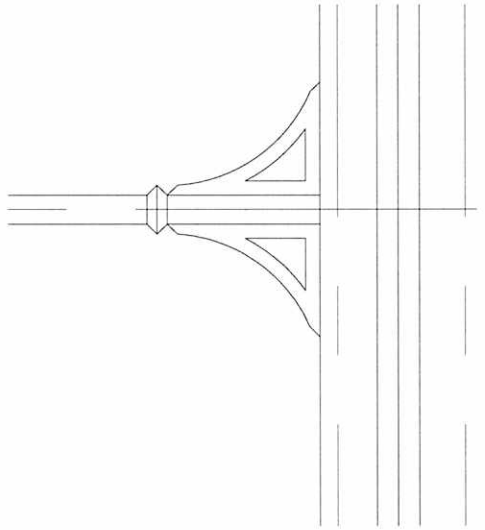
CONCEPTS FOR JOHN WISE
FAIRHOPE, ALABAMA

REV.	REVISION DESCRIPTION	BY	DATE

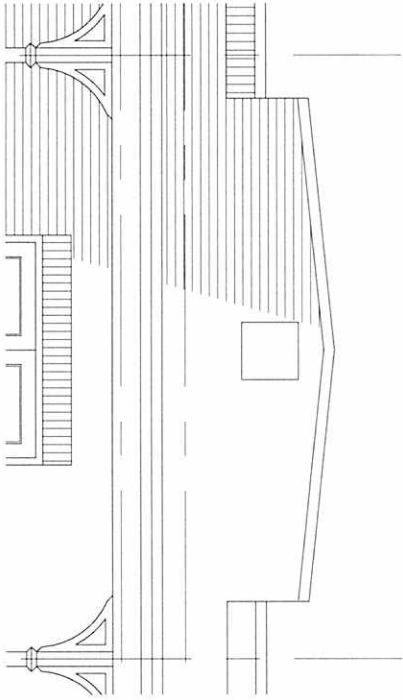
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DRAWN BY: JWC
PROJECT NUMBER: 1723

SHEET NUMBER: A-4

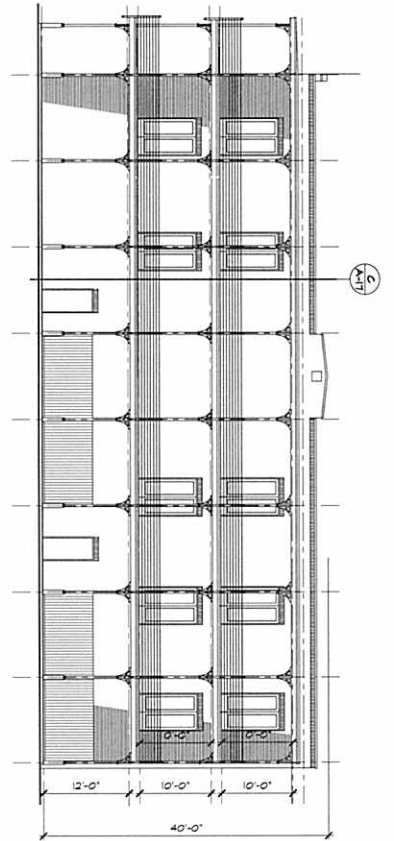
Exterior Elevations



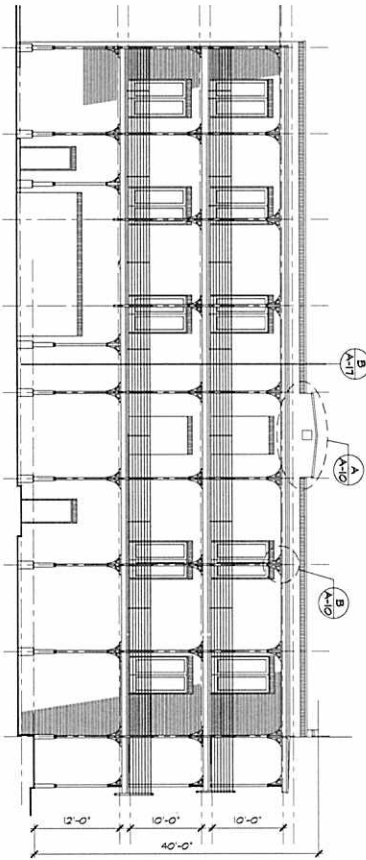
A
A10 DETAIL
SCALE: 1/2" = 1'-0"



B
A10 DETAIL
SCALE: 3/4" = 1'-0"



SOUTH SIDE ELEVATION
SCALE: 1/2" = 1'-0"



NORTH SIDE ELEVATION
SCALE: 1/2" = 1'-0"



Clarkitects
Fairhope, AL
L.L.C.
(251)680-7131



CONCEPTS FOR JOHN WISE
FAIRHOPE, ALABAMA

REV	REVISION DESCRIPTION	BY	DATE
1	DATE: 2-8-2014 DRAWN BY: JWC PROJECT NUMBER: 1723		

SHEET NUMBER
A-10

PROJECT TITLE
Exterior Elevations



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

Revised 09/2013

FEB 26 '18 PM 2:34

ZMA

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Michael Lane *Cactus Cantina, LLC* SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Atlanta, GA

MAILING ADDRESS 10120 Grove Dr Fairhope AL 36532

HOME # _____ WORK # 251-943-8115

CELL # _____ FAX # _____

RESIDENCE ADDRESS 10120 Grove Dr 36532

NO. YEARS AT PRESENT ADDRESS 6 NO. YEARS AT PREVIOUS ADDRESS 7

PREVIOUS ADDRESS 1230 Upchurch Rd McDonough GA 30253

NAME AND ADDRESS OF BUSINESS 108 N. Section St Ste B1
Fairhope, AL 36532

NAME OF CORPORATION Cactus Cantina, LLC

BUSINESS LOCATION Same

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Gulf Shores / Orange Beach UNDER WHAT NAME Sticky Cactus / Cactus Cantina, LLC

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

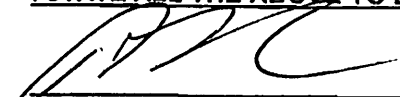
NAME	ADDRESS	PHONE NUMBER
<u>Mac Porter</u>	<u>Fairhope</u>	
<u>Dave Morace</u>	<u>Gulf Shores</u>	
<u>Ryan Rhoades</u>	<u>Gulf Shores</u>	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

2/20/18
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED Joseph H. Pettit DATE 03-07-18
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

Received 3/6/2018
Revised 09/2013 *ZAH*



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME William Leavitt *Fairhope Volunteer Fire Department* SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Fairhope

MAILING ADDRESS 18594 Founders Dr

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS '' '' ''

NO. YEARS AT PRESENT ADDRESS 11 NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Fairhope Vol Fire Department BBQ Cook off
April 7, 2018

NAME OF CORPORATION Fairhope Vol. Fire Department

BUSINESS LOCATION 198 S Ingheside St

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Fairhope UNDER WHAT NAME '' '' '' ''

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Chris Ellis	chief	
Daniel Moore	Ass Chief	
Timmy McKeon	ASS chief	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

William Joseph Lentz
SIGNATURE (FULL NAME)

3/6/18
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

APPROVED Joseph H. Pettit DATE 03-7-18
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

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