



**CITY OF FAIRHOPE**

**CITY COUNCIL PACKET**

**DISCLAIMER**

**PLEASE TAKE NOTICE:**

**THE INFORMATION IN THIS PACKET IS IN  
PRELIMINARY FORM.**

**IT IS SUBMITTED TO THE CITY COUNCIL FOR  
CONSIDERATION AND DISCUSSION.**

**THIS PACKET DOES NOT CONTAIN  
FINAL AND/OR APPROVED  
MINUTES, RESOLUTIONS OR ORDINANCES.**

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

**MONDAY, 26 MARCH 2018 – 4:30 P.M. – COUNCIL CHAMBER**

1. City Health Plan & Quarterly Performance Review – presented by Regions
2. Fuel Master System Discussion – Jennifer Olmstead and Drew Craze
3. Seawall Reinforcement of Fuel Dock – Richard Johnson and Drew Craze
4. Grant Request & Use of Impact Fees for Soccer Field Bleachers – Sherry-Lea Botop
5. Reclassification of Streets Crew Leader to Supervisor Discussion – Richard Johnson
6. Committee Updates
7. Department Head Updates/Grant Updates

**Next Regular Meeting Monday, April 9, 2018 at 4:30 p.m. and Same Place**



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title:	<b>Supervisor Streets Maintenance &amp; Construction Division</b>	Salary Range:	<b>\$47,543.24- \$61,806.21- \$76,069.19</b>
Department:	<b>Public Works - Street</b>	Pay Grade:	<b>25</b>
Reports To:	<b>Public Works Director</b>	Effective Date:	<b>3/2018</b>
Supervises:	<b>Streets Crew</b>	Supercedes:	

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

### PURPOSE OF THE POSITION

The purpose of this position is to schedule, assign, direct, lead and manage all work crews and employees performing skilled and semi-skilled work in the Fairhope Public Works Department's Street Maintenance and Construction Division. Must exercise technical and functional supervision of all employees in the Division.

### DISTINGUISHING CHARACTERISTICS OF THIS POSITION

- The Supervisor of the Streets Maintenance & Construction Division must exercise extensive initiative and independent judgment as related to all aspects of the repair, maintenance and construction of the public infrastructures related to streets, drainage and other areas of the City. The Streets Maintenance & Construction Supervisor must be technically proficient in best maintenance and construction practices for public works infrastructures and possess leadership and managerial skills required by a supervisory position. This position responds to emergency situations in off-hours as necessary; works during city wide special events and is subject to emergency on-call-duty.

## **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

- Schedules, assigns and leads the work of a crews and employees engaged in all related work in the Street Maintenance and Construction Division.
- Performs fully skilled work in repair, maintenance and construction of streets, curbs, gutters, drainage, grading, building construction, traffic control signage, traffic control marking, equipment, pedestrian facilities, trails, bike lanes, etc.
- Trains employees in the operation of equipment and safety practices of the City.
- Troubleshoots equipment problems; estimate and secure tools, materials, equipment and manpower for the assigned jobs and/or tasks.
- Communicates work to be performed with work crew,
- Assigns tasks to individuals at the work site;
- Monitors work in progress at the worksite;
- Directs corrections and modifications as appropriate
- Provides input on job performance of staff,
- Maintains written records of work performed and materials used;
- Records as-built drawings of modifications.
- Prepares a variety of written records and reports related to the work; read and interpret plans, blueprints, manuals and specifications.
- Assists in developing training programs of the Streets Maintenance and Construction division
- Coordinate work assignments with other City of Fairhope Public Works divisions.
- Responds to questions and requests from the public as appropriate;
- Performs special projects as assigned
- Operates equipment in safe and efficient manner.
- Provides safe working area for other members of crew.

## **OTHER DUTIES AND RESPONSIBILITIES**

Perform duties as assigned.

Assists in other divisions in maintenance activities as assigned.

Any other work as requested by the Public Works Director.

## **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

### **QUALIFICATIONS:**

Knowledge in reading and interpreting plans, maps, manuals, specifications and blueprints.

Highly skilled in the operation of heavy construction equipment.

Skilled at communicating effectively both verbally and in writing.

Skilled in establishing and maintaining effective working relationships with those contacted during the work.

Skilled at maintaining neat and accurate records and reports.

Ability to effectively lead and train assigned personnel.

Ability to effectively classify and prioritize work.

Ability to identify and solve practical work problems without direct supervisions.

Ability to ensure safe work practices and a safe work environment.

Ability to perform fully skilled work in all areas of Street repair, maintenance and construction.

Ability to operate related equipment skillfully and safely.

Ability to drive trucks, including those with a trailer, and operate a variety of heavy equipment.

Able interpret budget limitations or parameters and keep projects on budget.

Ability to exercise sound independent judgment within established guidelines.

Ability to coordinate work assignments with other divisions, departments and agencies.

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

Ability to apply some judgment to carry out detailed and well-established procedures and methods.

Ability to read and comprehend simple instructions, short correspondence, and memos.

Ability to write concise and clear correspondence.

Ability to effectively communicate one-on-one with citizens, elected officials, co-workers and supervisors.

## **ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

Graduation from a standard senior high school. Graduation from a recognized four-year college or university preferred. Two years heavy equipment operating experience and/or training. Two years Public Works, construction, or similar supervisory experience required –

SPECIAL REQUIREMENTS: Valid driver's license; CDL Class A; CPR/1st Aid; Experience, Training and/or Certification in concrete, paving, layout, grading, drainage, BMP's, erosion & sediment control and other construction related fields and topics.

### **EXTENT OF PUBLIC CONTACT**

Extensive public contact may be required while on the job or in correspondence answering questions from the public.

### **PHYSICAL DEMANDS**

While performing the duties of this job, the employee is regularly required to use hands to seize, grasp, hold or turn; reach with hands and arms; climb or balance; and speak or hear. The employee is occasionally required to climb or balance; stoop, kneel, crouch, crawl; and smell. The employee must regularly lift and/or move up to 50 pounds on a frequent basis. Specific vision abilities required by this job include close vision.

### **WORKING CONDITIONS AND ENVIRONMENT**

While performing the duties of this job, the employee is routinely exposed to outside weather conditions, and noise or vibrations. The noise level in the work environment is usually loud.

Working in extreme heat and cold.

Normal working hours 7:00 A.M. to 4:00 P.M.

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

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 26 MARCH 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 15 March 2018 Regular City Council Meeting, minutes of 15 March 2018 Work Session, and minutes of 15 March 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments  
Ormand Thompson – President for Thomas Hospital
5. Resolution – Accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Old Battles Village, Phase Three, for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope and Truland Homes, LLC.
6. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Battles Trace at the Colony, Phase 4 for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher’s Retirement System of Alabama.
7. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Pinewood Subdivision for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Sweetwater Investments, LLC.
8. Resolution – Accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Phase 3 of Silverleaf at Firethorne for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope and Firethorne Development, LLC.
9. Resolution – That the City Council authorizes Mayor Wilson to submit a letter to the AMEA requesting the three grants totaling \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama in space provided by and in conjunction with BBVA Compass Bank.
10. Resolution – The City Council approves the proposed Title VI Program for the City of Fairhope/James P. Nix Center in order to comply with the Title VI federal requirements.

11. Resolution – That the City of approves the selection of O'Donnell & Associates, Inc. to perform Professional Consulting Services for Groundwater Level Monitoring at Three (3) City Wellfields for the Water Department (RFQ No. PS016-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$6,000.00; and to execute the associated contract.
12. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department (RFQ No. PS037-17) with a not-to-exceed amount of \$39,000.00.
13. Resolution – That the City of Fairhope has voted to purchase Ten (10) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a total cost of \$24,935.50.
14. Resolution – That the City of Fairhope has voted to purchase Security Equipment for the Recreation Department at the Fairhope Recreation Center and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51. The cost will be \$34,563.51.
15. Resolution – That the City of Fairhope has voted to purchase a 2018 Ford F150 SuperCab 4x2 Pickup for Animal Control 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, with a cost of \$22,956.00.
16. Resolution – That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Construction & Facilities 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 with a cost of \$25,385.00.
17. Resolution – That the City of Fairhope has voted to purchase a one (1) Caterpillar D80 UL2200 Diesel Generator Set for the Fire Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 080613-CAT); 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 \$33,564.00.
18. Resolution – Resolution – To Award Bid for Replacement of Well #3 Pump and Assembly for the Water Department to Layne Christiansen Company with a total cost not to exceed \$61,250.00 (Bid No. 011-18).
19. Resolution – That the City of Fairhope has voted to purchase a Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope with a total cost of \$6,540.00.
20. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the following Job Position of 1st Assistant Professional; and the Job Description and Grade of Pay for same.



21. Resolution – That the City of Fairhope amends the Recreation Department Budget to increase its amount by up to \$13,000.00 as necessary to be used for part-time tennis assistants only.
21. Appointment – Fairhope Environmental Advisory Board
22. Public Participation – (3 minutes maximum)
23. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, March 26, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, March 26, 2018 – Council Chambers**

**Next Regular Meeting – Monday, April 9, 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 Thursday, 15 March 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. The invocation was given by Councilmember Jimmy Conyers and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on two agenda items after Agenda Item Number 19: a Resolution that the City of Fairhope amends the Fire Department Budget to increase its amount by up to \$50,000.00 as necessary to be used for truck inspections and repairs only; and a Resolution that the City Council hereby authorizes the City Treasurer to pay the past and current invoices on Account Number 970161 (dated Invoice March 5, 2018 in the amount of \$20,080.92) submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A. Additionally, the City Treasurer is authorized to approve and pay future invoices submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A. He also said the City Council needed to address Agenda Item Number 19: Request of Erin Langley, Eastern Repertory Theatre, Inc., approval of application and request to use Henry George Park for its April 29, 2018 to May 6, 2018 production after Agenda Item Number 9.

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

Councilmember Robinson moved to approve minutes of the 26 February 2018, regular meeting; minutes of the 26 February 2018, work session; and minutes of the 26 February 2018, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Announced the City Directors Roundtable was held for the first time today at 3:30 p.m.; and this will be held one hour before the Work Session.
- 2) Attended the National League of Cities in Washington with Council President Burrell and Councilmember Conyers; and had a chance to meet with Representatives on behalf of Fairhope.

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- 3) Commented that Public Safety is a concern in Fairhope and there is a need for a Public Safety Director. Mayor Wilson said Goubil is a good candidate, but she is withdrawing her recommendation to get input from others on this position.
- 4) Mentioned the Restore Act Funds and that an Act was finally passed to allow to use funds for wastewater infrastructure. Altogether, the City of Fairhope received \$17.8 million with four proposed projects approved.

The following individual spoke during Public Participation on Agenda Items:

- 1) Reverend Larry Williams, resident on Middle Street, addressed the City Council regarding the proposed substation for Young Street near Middle Street. Reverend Williams is against the substation being put there. He requested that citizens be made aware of issues in their area.

Councilmember Robinson announced the Arts Crafts Festival beginning tomorrow at 9:45 a.m. He said Public Safety is a concern. Councilmember Robinson said he and Councilmember Conyers met with Mayor Wilson to discuss the hiring of Tony Goubil; and we should pause until the Mayor and Council can collaborate. He said we need to discuss with Chief Petties and discuss his needs.

Councilmember Conyers said he echoed what Councilmember Robinson said; and it was a productive meeting with Mayor Wilson. He said at the National League of Cities they met with representatives and had productive meetings. Councilmember Conyers commented he loved seeing the ESRT kids and glad t see all of you at the meeting to support Erin Langley. Council President Burrell was coaxing Councilmember Conyers to tell everyone what happened in Washington for Councilmember Conyers to say he would not wash his hand. Councilmember Conyers said he shook hands with Jennifer Gardner and introduced himself.

Councilmember Brown said congratulations to Mayor Wilson on the City receiving the Restore Act Funds. He then commented that he was glad Goubil had been taken off, but questioned the Mayor on the hiring procedure. Councilmember Brown went on to ask, "Who was this discussed with prior to announcing it at the last City Council meeting." Mayor Wilson replied she spoke with the Personnel Attorney and Matt McDonald regarding the hiring. She gave an example of Lynn Maser in the position of City Clerk's Assistant who is to work with City Clerk and Human Resources, but doing other duties. Councilmember Brown said you put someone in the position that was not open. Mayor Wilson commented communication is needed on both sides.

Councilmember Boone said that Paul Ripp is bringing up the LLC issue again; and said since 2010 he has not been in the LLCs. He said there is not illegal activity in the LLCs; and not all of the facts are in his comments.

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Council President Burrell said they had a productive trip at National League of Cities. He said they met with Senator Shelby and Congressman Byrne; and asked for their fair share on behalf of the City.

Joey Leavitt with the Fairhope Volunteer Fire Department addressed the City Council regarding the April 7, 2018 Second Annual BBQ Cookoff. He said there were still sponsorships and Cooking Teams needed. He invited the City Council to be judges again this year.

Council President Burrell said he was glad we were delaying or foregoing the Sergeant position. He said Chief Petties should be addressed, the position should be budgeted, and our procedures followed. Council President Burrell almost mentioned the City Clerk Assistant position and Lynn Maser being in it.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 3006-18**

**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

15 March 2018

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3007-18**

**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

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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**RESOLUTION NO. 3008-18**

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

15 March 2018

## 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. 1FTDF15YXSNA73337 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

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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. 1HTSDZ7R8MH3326190 (Unit 531) / ASSET 01206  
Miles 7302 Hours (inaccurate)

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



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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  
Pump Model GXV120

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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

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Item 46. 1997 Workman Unit 652 / ASSET  
3200 Vin70301

Item 47. John Deere Gator 4X2 > Duplicate Item 14  
Vin. W004X2X036596

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Professional Show Design and Fireworks for the City of Fairhope from Zambelli Fireworks with a cost not to exceed \$15,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

15 March 2018

**RESOLUTION NO. 3009-18**

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

[1] That the City of Fairhope has voted to 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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby sets the Park and Street Usage Fees for Eastern Shore Repertory Theatre, Inc. for its April 29, 2018 to May 6, 2018 production of Newsies at Henry George Park; and the City Council finds that ESRT serves a vital public purpose and benefit for the Fairhope community. As such, the City Council authorizes Councilmember Robert Brown to negotiate and execute a contract for the use and installation of all necessary barricades for use at Henry George Park in exchange for the services it provides and continues to provide to the Fairhope Community. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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15 March 2018

**RESOLUTION NO. 3010-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby sets the Park and Street Usage Fees for Eastern Shore Repertory Theatre, Inc. for its April 29, 2018 to May 6, 2018 production of Newsies at Henry George Park. The Park rental fee shall be \$675.00 (\$1,350.00 reduced by the 50% exemption for a non-profit) for the time frame requested. There shall be a one-time electric/water fee of \$50.00, a \$525.00 fee for additional hours usage (\$1,050.00 reduced by 50% exemption for a non-profit), and a refundable \$1,000.00 clean up deposit paid to the City. The total balance due is \$2,250.00. On presentation of payment to the City, all necessary permits for the use of Henry George Park shall be issued without delay.

**FURTHERMORE**, the City Council finds the following with regard to Eastern Shore Repertory Theatre, Inc. (hereinafter "ESRT"):

ESRT provides funding and scholarships to National Theatre programs;

ESRT provides need based scholarships for non-ESRT members to attend Summer Theatre Camp for free;

ESRT provides funding to students that cannot otherwise afford standard membership fees or costs;

ESRT provides free tickets to the non-profit girl's home, Under His Wings;

ESRT has donated a Bluff Scholarship for the Georgia Byrd fund;

ESRT sponsors a local community service project to clean the Fairhope Bluff area;

**FURTHERMORE**, as the proposed Disney production promotes the performing arts in our community and allows multiple opportunities for the youth of Fairhope to be part of the proposed Disney Production, the City Council finds that ESRT serves a vital public purpose and benefit for the Fairhope community. As such, the City Council authorizes Councilmember Robert Brown to negotiate and execute a contract for the use and installation of all necessary barricades for use at Henry George Park in exchange for the services it provides and continues to provide to the Fairhope Community.

ADOPTED ON THIS 15TH DAY OF MARCH, 2018

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

Attest:

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

15 March 2018

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2018, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. 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 \$67,456.75. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3011-18**

**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 Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2018, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. 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 \$67,456.75.

Adopted on this 15th day of March, 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 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

15 March 2018

**RESOLUTION NO. 3012-18**

**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

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 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). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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15 March 2018

**RESOLUTION NO. 3013-18**

**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 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

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 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.



15 March 2018

**RESOLUTION NO. 3014-18**

**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 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

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Karin Wilson, Mayor

Attest:

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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 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

15 March 2018

**RESOLUTION NO. 3015-18**

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

[1] That the City of Fairhope has voted to 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Councilmember Conyers said he appreciated Mr. Johnson's presentation.

**RESOLUTION NO. 3016-18**

**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

15 March 2018

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

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Planner Buford King addressed the City Council to explain the Site Plan Review of property owned by Baldwin County Eastern Shore Hospital Board (facility operated by Thomas Hospital/Infirmiry Health. Located on the East side of Greeno Road, Fairhope, Alabama for a proposed parking lot addition to Thomas Hospital consisting of impervious parking surfaces covering 70.4% of the site.

Councilmember Conyers moved to approve the Site Plan property owned by Baldwin County Eastern Shore Hospital Board (facility operated by Thomas Hospital/Infirmiry Health listed above. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Planning Director Wayne Dyess addressed the City Council to explain the Site Plan Review of property leased/owned by John S. Wise, III. Located at on the southeast corner of the intersection of Bancroft Street and Pine Street, at 106 N. Bancroft Street, Fairhope, Alabama for a proposed Bancroft and Pine Mixed-Use Development, a 23-Unit project.

Mr. Dyess said there is a need for clarification for Site Plan reviews in the Zoning Ordinance; and we are working on an amendment to present. The mixed-use and neighboring property was questioned. Mr. Dyess commented that a Hold Harmless Agreement will be prepared regarding the balconies. Larry Smith with S. E. Civil Engineering addressed the City Council and said there are 21 residential units and two commercial for a total of 23 units.

15 March 2018

Councilmember Conyers moved to approve the Site Plan property leased/owned by John S. Wise, III listed above and approved contingent upon conditions recommended by the Planning Commission. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

City Council reviewed an 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. Councilmember Robinson moved to approve the issuance of the license. 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 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. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope amends the Fire Department Budget to increase its amount by up to \$50,000.00 as necessary to be used for truck inspections and repairs only. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3017-18**

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

[1] That the City of Fairhope amends the Fire Department Budget to increase its amount by up to \$50,000.00 as necessary to be used for truck inspections and repairs only.

Adopted on this 15th day of March, 2018

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

Attest:

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

15 March 2018

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the City Treasurer to pay the past and current invoices on Account Number 970161 (dated Invoice March 5, 2018 in the amount of \$20,080.92) submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A. Additionally, the City Treasurer is authorized to approve and pay future invoices submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3018-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes the City Treasurer to pay the past and current invoices on Account Number 970161 (dated Invoice March 5, 2018 in the amount of \$20,080.92) submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A. Additionally, the City Treasurer is authorized to approve and pay future invoices submitted by the firm of Wilkins, Bankester, Biles & Wynne, P.A.

DULY ADPOTED ON THIS 15TH DAY OF MARCH, 2018

\_\_\_\_\_  
Jack Burrell, City Council President

Attest:

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

The following individuals spoke during Public Participation for non-agenda items:

- 1) John Manelos, 104 White Avenue, addressed the City Council and said there is an "Elephant in the Room." He mentioned the two firings of Sherry Sullivan and Jennifer Fidler; and the HR Manager demoted, appealed, and reinstated. He also mentioned the three claims filed; and the HR Manager resigning. Mr. Manelos said he spoke to the Chief of Police who commented the morale of the Police Department is the worst he has seen. Mr. Manelos said this creates an atmosphere of fear.

15 March 2018

Mayor Wilson replied politics and personnel should not co-mingle; and she wants to make the City the best it can be. She said, "Employees were in fear when I came into office. Mayor Wilson commented the City needs a City Administrator or a City Manager to handle personnel issues.

- 2) Reverend Larry Williams addressed the City Council again regarding the electric substation. He said the substation would lower the value of property in the area. Reverend Williams said he would like to be part of the team to decide where the substation will be placed.
- 3) Wendy Solomon, 123 Sandy Ford, addressed the City Council and said we need to look at the positive things. The two Councilmembers who met with the Mayor went well and was positive. She said Chief Petties meeting with the Mayor was positive and willing to cooperate. Ms. Solomon said the Director's meeting was also positive.

Councilmember Robinson 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 7:08 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA                    ) (  
  :  
COUNTY OF BALDWIN                ) (  
  :

The City Council met in a Work Session at 4:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Thursday, 15 March 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. and said he did not put any of these items on the agenda and 75 percent of these items could be discussed outside of a Work Session.

The following topics were discussed:

- The first item on the agenda was the discussion of the Job Positions and Rationale behind Positions by Human Resource Coordinator Leslie Green, Director of Golf Jeff Marks, and Recreation Director Tom Kuhl. Mr. Marks read the attached narrative and said it is critical to have staff in the busy season. He said there are more programs for the Community. Mr. Marks requested an Assistant Golf Pro and a part-time employee for the Pro Shop. The Assistant would be at the same rate of pay and the job will be posted. Ms. Green commented that all jobs are posted and we look for the best qualified applicant. Council President Burrell requested the Assistant Golf Pro job description be on the next agenda to fund the position and add to the Compensation Plan; and to hire a Pro Shop assistant with a pay up to \$10.00 per hour.

Tom Kuhl mentioned the tennis courts and the man hours needed to keep it open. Mr. Kuhl requested two part-time employees to help cover the hours; and these hours would be flexible. These positions will also be up to \$10.00 per hour. Mr. Kuhl said there have been 16,000 plays on the soft courts; and just over 16,000 plays on the hard courts.

Mr. Kuhl also addressed the Discussion of the sale of Tennis Items at the Mike Ford Tennis Center. He said these items would be needed to play; like tennis balls, hand grips, strings, etc.; and would bring in some income; and this was recommended by the Recreation Board. Council President Burrell requested that the Recreation Budget for personnel be increased by \$13,000.00 to be on the next City Council agenda to allow for two part-time Tennis Assistants.

- The Discussion of Ordinances and Resolution for Civic Center and Ordinances for Parks; and Streets and/or Sidewalks was present by Community Affairs Director Sherry-Lea Boto and Civic Center Manager Michael Stonehouse. It was mentioned that there have been no increases since 2007 and Mr. Stonehouse went over the proposed fees. Council President Burrell questioned the electric fee and said the ESRT contract has been an issue.

Councilmember Brown suggested a half day rental or a one-day rental fee. He said we need to streamline and include water and electric. Mr. Stonehouse said we want it fair and to make it right. Councilmember Robinson suggested \$150.00 for half day and \$300.00 for full day; and said it should be a full day only since it can only be rented for one event per day.

Council President Burrell suggested one or two Councilmembers to work with Sherry-Lea Botop and Michael Stonehouse on these ordinances.

Ms. Botop brought up the entrance fee to the Beach and said the proposed fees are to increase vehicles from \$5.00 to \$10.00 per vehicle; and from \$3.00 to \$5.00 for pedestrians and bicycles. The consensus of the City Council was to increase the fee to \$20.00 per vehicle. Councilmember Brown suggested advanced booking allowed for parks if the entity or individual has used the park annually for five years in a row.

Ms. Botop said the Flag Pole at the Fairhope Municipal Pier is needed to be replaced; and would like for this item to be on the next agenda. She said the only reason it is being discussed now is the item is not budgeted. City Clerk Lisa Hanks said that the item was already being placed on the next agenda.

- Public Works Director Richard Johnson discussed the Additional Budgetary Considerations and Cost Overrun for Municipal Pier Project. Mr. Johnson explained the need to move funds around in order to buy the two trucks with tool bodies; and that these are being bought from the State of Alabama surplus vehicles.

Mr. Johnson explained the pier damages and that the cost went over what was bid out for the Project. He said that all of this is his fault; and the two overseeing the job were more aggressive repairing the piers. Council President Burrell questioned why this happened and not bringing the overrun prior to repairing first.

- Mayor Wilson and Mr. Johnson explained passing the Budget by Ordinance. Mr. Johnson stated this is from an operations standpoint: Capital equipment was also adopted by Ordinance in Daphne. He said this makes it easier on the agenda and staff.

Council President Burrell said there is a threshold to order or put on budget. Mayor Wilson commented we adopt the budget by resolution, but would prefer by ordinance. Council President Burrell said it does not matter if the budget is adopted by resolution or ordinance. He said this was is a financial oversight.

- Councilmember Robinson reminded everyone about the opening of the Fairhope Arts and Crafts Festival tomorrow at 9:45a.m.
- Councilmember Brown asked for Chuck Zunk to report on the Financial Advisory Committee. Chairman Zunk said that have been looking at whether or not the City should have a Police Jurisdiction and receive input on how to fund Capital Projects from the Mayor and Councilmembers.

He said Committee members Mr. Newberry and Ms. Stalcup investigated and spoke with staff regarding the Police Jurisdiction. There were question and answer meetings. Mr. Zunk said at this time there is no economic reason to shrink the Police Jurisdiction; and no way to recoup the \$1.3 million loss. He asked; what do we want the City limits to look like in 25 to 30 years. See attached handout from Mr. Zunk.



Mr. Zunk said the Mayor used the FBI National average for the number of police officers needed; and the Committee and Mayor disagreed. He said Police officials were concerned with safety if we shrunk the Police Jurisdiction. Mayor Wilson commented we need to address it now and plan for the next few years. She said we need to see how we can fill in the holes.

Councilmember Brown mentioned the Bicycle and Pedestrian Committee and they agree to go with the suggested parking. He said they want useable sidewalks in downtown; and gave the example of how pedestrians have to walk behind parked cars due to how the sidewalks go together.

- Councilmember Conyers said the Library Board meeting has been cancelled for Monday night.
- Council President Burrell said the Airport Authority had a Special-Called meeting this past Monday night and went into Executive Session. He stated it was in regard to a large company and potentially selling some property. Council President Burrell stated that was all he could comment on at this time.

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

Currently, I have an employee who has filled the position of Pro Shop Clerk for the last 5 years. This position is full time and covers the pro shop counter and incoming phone calls. However, he has been utilized to perform many needed duties of an Assistant Professional over the last couple of years since the golf course has been operating without any Assistant Professional at all.

In addition to his full schedule of Clerk duties, my employee has, when demand and time allows, assisted with tournament and league management, inventory, pro shop stock and custom orders, display and pricing of merchandise, golf instruction for groups and individuals, cart staff scheduling and general management of the golf operations in the absence of the Head Golf Pro. What is problematic for the golf shop is that this employee is most always relegated to shop desk work due to the very busy atmosphere at Quail Creek and it is sometimes impossible to give attention to other high priority work. The current employee who serves as a Shop Clerk has over 10 years of experience as an Assistant Professional at other clubs and has demonstrated excellent ability and desire to serve as an Asst. Pro. He understands the needs of the members and public and will be an asset to me in many ways.

My request to you tonight is to re-classify my FT Shop Clerk to an Asst. Pro so he can have time to get away from the shop desk and phone to help with the duties of an Assistant Pro at THE SAME RATE OF PAY THAT HE CURRENTLY EARNS. His current position would be filled at a much lower entry level wage to save money.

Additionally, I have one other employee who has had knee replacement surgery recently and he will be out for 10-16 weeks and another employee who is considering knee surgery, which may sideline him for several weeks. For this reason, we have an immediate need for 1-2 PT Shop Clerks to fill the void, or at least 2 temporary employees. Also, my 2 FT Pro Shop employees have 10 days each of upcoming vacation time during a busy tournament season, so we will have an added challenge to face.

As for myself, my role as Head Professional is truly much more than the title implies. I function as the General Manager and Head Pro and manage pro shop, grill and outside golf operations. I have been even working my days off to be sure that duties aren't being neglected. When I accepted this position, I had an understanding that Quail Creek typically had done 24,000 rounds per year and had a FT Asst. Pro, but the fact is we are 30% busier than that and do not have a true Asst. Pro. Position on staff.

Quail Creek is considered a very busy golf facility and quite unique in comparison to other public golf operations in the region. Quail Creek received close to 35,000 rounds last year, 200 league days and

**50 tournaments. Based on this data, the PGA Consultant for Alabama, Mr. Kevin Walls stated to me in writing last week that Quail Creek needs at the very minimum, 2 F/T Assistant Pros on staff in addition to our current staff. Ideally, he feels an operation with our volume needs a General Manager, a Head Pro and a FT Asst Pro.**

**Personally, I think Bobby Hall did a good job with the small staff he had. However, my vision is to grow and promote Quail Creek to a broader base of customers, especially with plans already in place to renovate the clubhouse and foliage surrounding it. Greater marketing, diverse programming opportunities and staff development require even more of my attention and increased staff to do so effectively.**

**I don't expect the city to go with Mr. Walls recommendation, but the reclassification of the FT Shop Clerk Position to an Asst. Pro position at the same rate of pay and adding a PT clerk will give us the ability to do what is necessary to get the work done.**

**Respectfully,**

**Jeff Marks**

To: Fairhope City Council  
From: Fairhope Financial Advisory Committee  
Date: March 8, 2018

**Subject: Recommendations in regards to Police Jurisdiction**

Our recommendation is that the current police jurisdiction remains the same until the City completes the following two tasks.

1. An analysis of costs versus revenues arising from the existing PJ. Currently neither the City administrators nor the police department itself has cost and revenue information captured in such a way that this analysis could be undertaken. With the City administration properly segregating revenues and expenses, we recommend that a cost benefit analysis be undertaken by a qualified independent third party.

2. A marketing campaign targeting property owners within the PJ directed towards selling the benefits of annexation to the City

Until both of these tasks are completed and the results thereof reviewed by the City and the Committee, no fact-based recommendation of either keeping or changing the PJ can be made. A recommendation that is not founded in a factual analysis is premature and counter to the interests of residents of both the City and the surrounding PJ.

Report prepared by Will Newberry and Page Stalcup, and approved by the Fairhope Financial Advisory Committee at its March 8, 2018 regular meeting.

To: Fairhope City Council  
From: Fairhope Financial Advisory Committee  
Date: March 8, 2018

**Subject: Recommendations in regards to Police Jurisdiction**

**METHODS AND ANALYSIS TECHNIQUES**

- Investigative Techniques
  - Personal meetings between Newberry/Stalcup and various City staff including Police, Revenue, Mayor, Finance, and others.
  - Q&A in three regular meetings of FAC with City staff as noted above.
  - Examination of written reports and data charts provided by City staff.
  
- Sample of Data Reviewed and Discussed
  - Revenue received from outside the City but inside the PJ.
  - Detailed map of PJ.
  - Overview map of PJ/City limits for Daphne, Spanish Fort, and Fairhope.
  - FBI-compiled national average of sworn officer coverage ratio.
  - Several other reports, both numbers-based and discussion-based.
  
- Analysis Techniques
  - Top-down revenue based macro economics
  - Bottom-up cost based incident-by-incident aggregation.
  - Need-based (zero-based budgeting).
  - Strategic 20-year planning-based mapping.

STATE OF ALABAMA            )(  
  :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Thursday, 15 March 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.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

**Lisa A. Hanks, MMC**

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**From:** Susan Hunt <susan.hunt@infirmarhealth.org>  
**Sent:** Wednesday, March 7, 2018 7:52 AM  
**To:** Lisa A. Hanks, MMC  
**Subject:** RE: City Council

The preference is March 26<sup>th</sup>. Should I add it to the calendar?  
Susan

**From:** Lisa A. Hanks, MMC [mailto:lisa.hanks@cofairhope.com]  
**Sent:** Tuesday, March 06, 2018 16:23  
**To:** Susan Hunt <susan.hunt@infirmarhealth.org>  
**Cc:** Jack Burrell <jack.burrell@cofairhope.com>  
**Subject:** RE: City Council

We have a City Council meeting on Thursday, March 15, 2018 and Monday, March 26, 2018. Please let me know which meeting Ormand would like to attend.

Thanks,

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533  
251-928-2136  
251-990-0107 (Fax)

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**From:** Susan Hunt [mailto:susan.hunt@infirmarhealth.org]  
**Sent:** Monday, February 26, 2018 8:11 AM  
**To:** Lisa A. Hanks, MMC <lisa.hanks@cofairhope.com>  
**Subject:** re: City Council

Just making sure you saw my email last week letting you know Ormand's father in law passed away and funeral today – cannot attend city council meeting tonight. Can you give me other options?

Thanks  
Susan

*Susan Hunt, Executive Assistant*  
Thomas Hospital  
☎ 251-279-1501 ✉ [susan.hunt@infirmarhealth.org](mailto:susan.hunt@infirmarhealth.org)

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

**WHEREAS**, the Owners of Old Battles Village, Phase Three desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2632-A, 2632-B, 2632-C, and 2632-D, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Public Works Director has indicated that the improvements meet City requirements, and;

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Old Battles Village, Phase Three, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Old Battles Village, Phase Three are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Truland Homes, LLC (the "Subdivider").

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

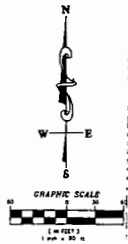
Adopted this 26th day of March, 2018

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

Attest:

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





**ENGINEER'S CERTIFICATE**  
 JASON N. STEEL, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA, LICENSE NO. 12714, HEREBY CERTIFY THAT I HAVE REVIEWED THE IMPROVEMENTS FOR THIS DEVELOPMENT AND I CONSENT WITH APPROVAL. THESE APPROVALS ARE MADE UNDER THE PRINCIPLES OF GOOD ENGINEERING PRACTICE INCLUDING THE DRAINAGE DESIGN. REVISIONS OF THE FAIRHOPE SUBDIVISION RECORDS AND FURTHER CONSENT THAT I HAVE PROVIDED UNDERSTAND THE CONTRIBUTION TO MY DESIGN AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY PROVIDED TO THE CITY OF FAIRHOPE ARE A TRUE AND ACCURATE REPRESENTATION OF THE IMPROVEMENTS AS INSTALLED AND THAT THE IMPROVEMENTS ARE HEREBY RECOMMENDED FOR ACCEPTANCE BY THE CITY OF FAIRHOPE, ALABAMA.

JASON N. STEEL, ENGINEER  
 DEWEYVILLE, ALABAMA  
 DATE: 1-24-18

**CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION**  
 THIS PLAN HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY PLANNING COMMISSION OF FAIRHOPE, ALABAMA, AND IS APPROVED BY SAID COMMISSION.

THE CITY OF FAIRHOPE PLANNING COMMISSION  
 BY: *[Signature]* DATE: 2/11/18

**CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (GAS)**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAID IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 22nd DAY OF FEBRUARY, 2018.

BY: *[Signature]* AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF APPROVAL BY RIVERIA UTILITIES (ELECTRIC)**  
 THE UNDERSIGNED, AS AUTHORIZED BY RIVERIA UTILITIES, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAID IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 22nd DAY OF FEBRUARY, 2018.

BY: *[Signature]* AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)**  
 THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAID IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 22nd DAY OF FEBRUARY, 2018.

BY: *[Signature]* AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER)**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAID IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 22nd DAY OF FEBRUARY, 2018.

BY: *[Signature]* AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER)**  
 THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVES THE WITHIN PLAN FOR THE RECORDING OF SAID IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 22nd DAY OF FEBRUARY, 2018.

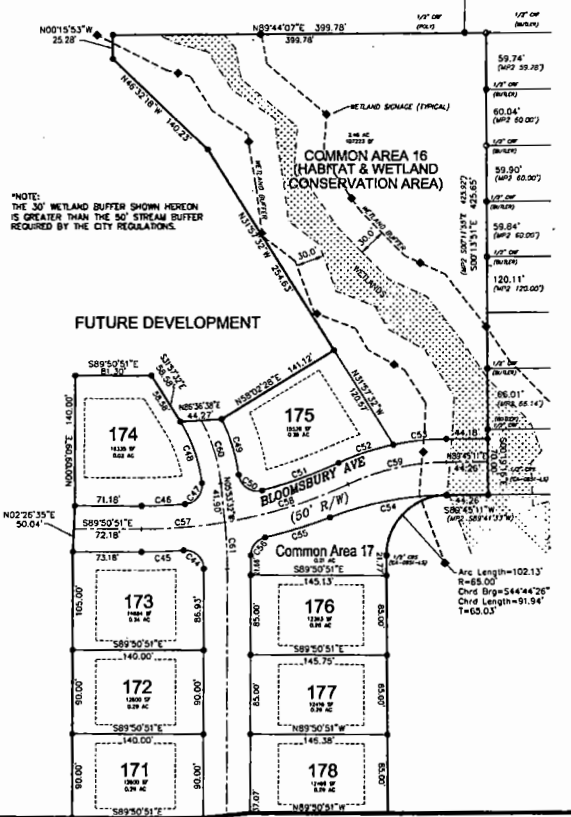
BY: *[Signature]* AUTHORIZED REPRESENTATIVE

**CERTIFICATE OF OWNER'S ACCEPTANCE**  
 I, THE UNDERSIGNED, OWNER OF THE WITHIN PLATED LANDS, HAS CAUSED THE LAND ENDEAVORED IN THE WITHIN PLAN TO BE SURVEYED, Laid OUT AND PLATED TO BE KNOWN AS OLD BATTLES VILLAGE, PHASE THREE.

BY: *[Signature]* DATE: 02-05-18  
 ITS: *[Signature]* DATE

**CERTIFICATE OF NOTARY PUBLIC:**  
 STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, *[Signature]*, NOTARY PUBLIC IN AND FOR SAID COUNTY, IN SAID STATE, HEREBY CERTIFY THAT THE ABOVE AND FOREGOING RECORDS HAVE BEEN PREPARED BY THE ABOVE AND FOREGOING RECORDS TO BE FORWARDED TO THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, FOR RECORDING AND THAT THE UNDERSIGNED, AS SUCH OFFICER AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY AND WITHOUT COERCION, FRAUD, OR UNLAWFUL INFLUENCE.  
 GIVEN UNDER MY HAND AND OFFICIAL SEAL OF SAID COUNTY, ALABAMA, THIS 11th DAY OF FEBRUARY, 2018.  
 BY COMMISSION EXPIRES



NOTE: THE 30' WETLAND BUFFER SHOWN HEREON IS GREATER THAN THE 30' STREAM BUFFER REQUIRED BY THE CITY REGULATIONS.

MATCH LINE - SEE SHEET 3

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C44	20.00	33.06	28.42	S47°12'11"E
C45	550.00	45.23	45.21	N87°47'49"E
C46	500.00	46.66	46.64	N87°28'46"E
C47	70.00	31.95	28.66	S39°02'33"W
C48	160.00	70.48	69.91	N19°20'25"W
C49	200.00	82.75	82.49	N16°53'41"W
C50	20.00	33.81	29.83	S56°20'07"E
C51	500.00	86.74	86.63	N70°15'58"E
C52	280.00	82.22	82.10	S71°39'46"W
C53	280.00	87.29	87.19	S83°53'28"W
C54	348.20	128.27	127.59	N79°13'47"E
C55	330.00	72.50	72.49	N72°29'07"E
C56	20.00	26.37	24.66	S35°12'30"W
C57	528.00	89.58	89.47	N85°15'53"E
C58	325.00	138.18	137.76	S72°50'12"E
C59	255.00	108.65	108.62	N77°01'28"E
C60	180.00	71.17	70.71	S71°15'58"E
C61	481.47	150.79	50.77	N62°52'11"W

# Old Battles Village Phase Three A Planned Unit Development

FINAL PLAT  
 JANUARY 24, 2018 - SHEET 4 OF 4 SHEETS

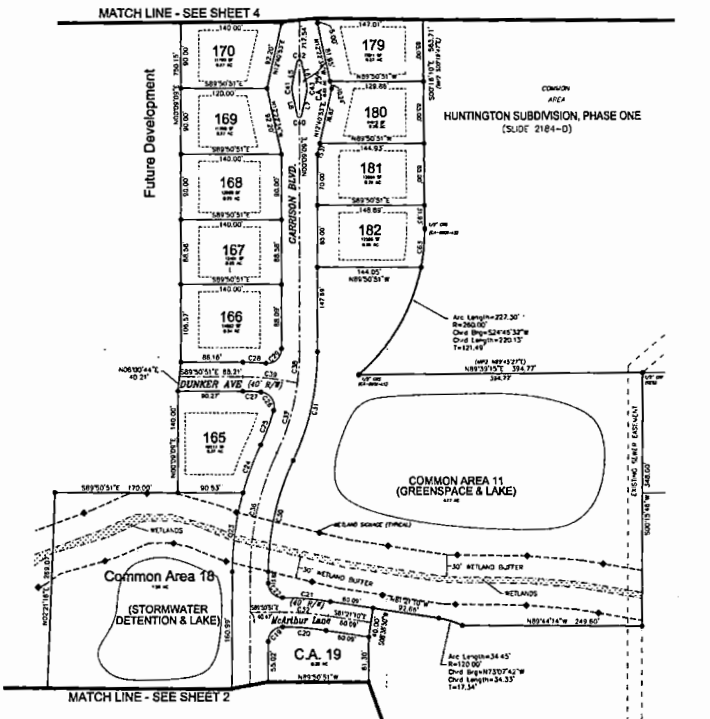
BOUNDARY SURVEY AND PLAT OF SUBDIVISION					
DESIGN	D.E.D.	DRAWN	A.E.F.	CHKD.	M.S.P.
ENG	J.N.E.	SURVEYOR	J.G.A.	PROJ MGR	J.G.A.
Dewberry		PREBLE-RISH		PROJ. NO. 50083831	
				FILE 50083831	
				SHEET 4 of 4	

SLIDE 000032-C



- SURVEYOR'S NOTES:**
1. ALL MEASUREMENTS MADE WERE IN ACCORDANCE WITH THE STANDARDS OF THE SURVEYING PROFESSION.
  2. THIS PLAN IS BASED ON THE SURVEY OF THE BOUNDARIES OF THE COMMON AREAS AND THE LOCATION OF THE COMMON AREAS AS SHOWN ON THE PREVIOUS SHEETS OF THIS PLAN.
  3. THE DISTANCE BETWEEN THE CENTER OF GRAVITY OF THE COMMON AREAS AND THE CENTER OF GRAVITY OF THE COMMON AREAS IS 100 FEET.
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- GENERAL NOTES:**
1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
  2. COMMON AREAS ARE NOT TO BE CONSIDERED AS COMMON AREAS AND ARE NOT THE RESPONSIBILITY OF THE CITY OF FAIRHOPE TO MAINTAIN.
  3. THIS PLAN IS DEDICATED HEREBY TO THE CITY OF FAIRHOPE TO MAINTAIN.
  4. TO PROVIDE FOR THE CITY OF FAIRHOPE TO MAINTAIN.
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LOT	Station	Distance
C15	11+42.53	11.00
L16	11+22.25	11.00
L17	11+42.53	11.00
L18	11+22.25	11.00

CURVE	RADIUS	START	END	CHORD	CHORD BEARING
C19	20.00	11+59	12+41	14.14	45° 00' 00"
C20	100.00	12+41	13+41	100.00	90° 00' 00"
C21	480.20	13+41	14+41	480.20	90° 00' 00"
C22	800.00	14+41	15+41	800.00	90° 00' 00"
C23	400.00	15+41	16+41	400.00	90° 00' 00"
C24	200.00	16+41	17+41	200.00	90° 00' 00"
C25	100.00	17+41	18+41	100.00	90° 00' 00"
C26	50.00	18+41	19+41	50.00	90° 00' 00"
C27	25.00	19+41	20+41	25.00	90° 00' 00"
C28	12.50	20+41	21+41	12.50	90° 00' 00"
C29	6.25	21+41	22+41	6.25	90° 00' 00"
C30	3.125	22+41	23+41	3.125	90° 00' 00"
C31	1.5625	23+41	24+41	1.5625	90° 00' 00"
C32	0.78125	24+41	25+41	0.78125	90° 00' 00"
C33	0.390625	25+41	26+41	0.390625	90° 00' 00"
C34	0.1953125	26+41	27+41	0.1953125	90° 00' 00"
C35	0.09765625	27+41	28+41	0.09765625	90° 00' 00"
C36	0.048828125	28+41	29+41	0.048828125	90° 00' 00"
C37	0.0244140625	29+41	30+41	0.0244140625	90° 00' 00"
C38	0.01220703125	30+41	31+41	0.01220703125	90° 00' 00"
C39	0.006103515625	31+41	32+41	0.006103515625	90° 00' 00"
C40	0.0030517578125	32+41	33+41	0.0030517578125	90° 00' 00"
C41	0.00152587890625	33+41	34+41	0.00152587890625	90° 00' 00"
C42	0.000762939453125	34+41	35+41	0.000762939453125	90° 00' 00"
C43	0.0003814697265625	35+41	36+41	0.0003814697265625	90° 00' 00"
C44	0.00019073486328125	36+41	37+41	0.00019073486328125	90° 00' 00"

## Old Battles Village Phase Three A Planned Unit Development

FINAL PLAN  
JANUARY 24, 2012 - SHEET 3 OF 4 SHEETS  
BOUNDARY SURVEY AND PLAN OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	A.E.F.	CHECKED	M.S.P.
BY	J.M.E.	SURVEYOR	J.G.A.	PROJ. MGR.	J.G.A.

Dewberry FREBLE-RISH  
SCALE 1"=80'  
PROJ. NO. 50083831  
FILE 50083831  
SHEET 3 of 4

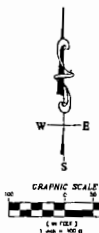
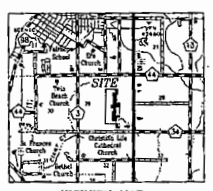
SLIDE 002632--A  
 1:500  
 6/26/2018

**SURVEYOR/ENGINEER:**  
 DEWEY R. PROCTOR, P.E.  
 3949 DECATUR AVE, DAPHNE, AL  
 JOHN C. ADAMS, P.E. LIC. NO. 22783  
 JASON N. ESTES, P.E. LIC. NO. 22714

**DEVELOPER/OWNER:**  
 OWEN TRILAND HOMES, LLC  
 2801 Woodrow Loop, Suite 300  
 Spanish Fort, AL 36589

**FLOOD CERTIFICATE:**  
 THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF BALDWIN COUNTY, ALABAMA. MAP NUMBER 220201241, COMMUNITY NUMBER 859526. PANEL NUMBER 0255. SOURCE 1. MAP NOT PRINTED.

PROPERTY IS LOCATED IN THE EAST HALF OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



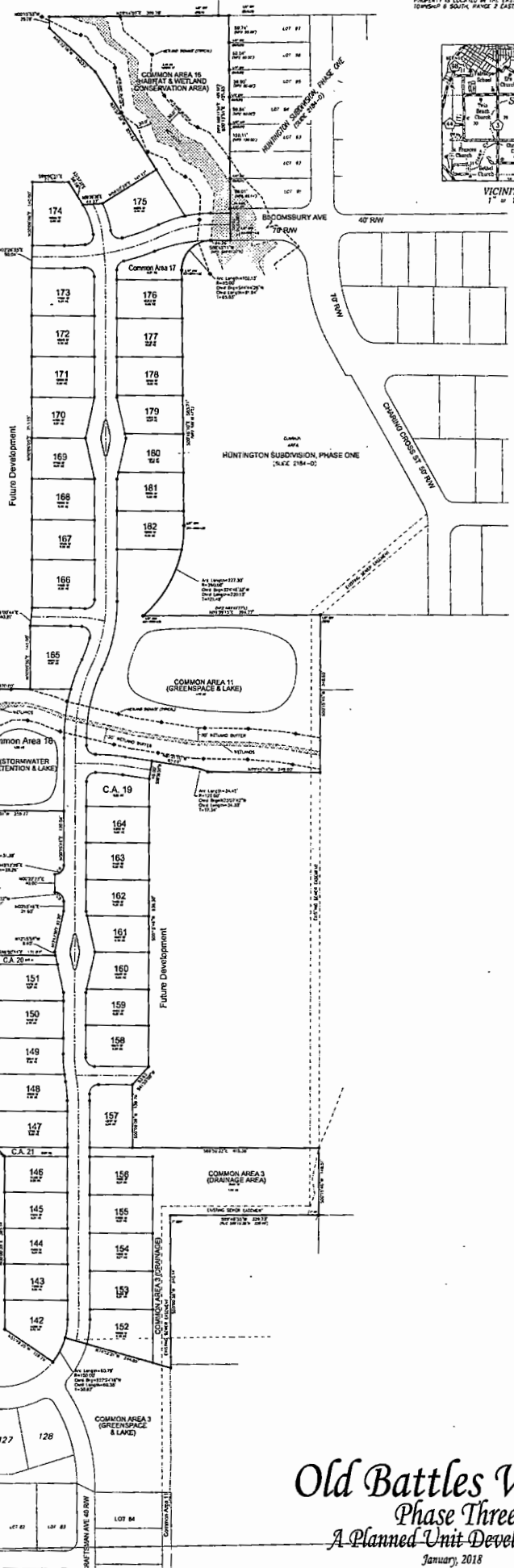
**LEGEND:**  
 (Symbol) TEMPORARY BENCH MARK  
 (Symbol) NECLAND SIGNAGE  
 (Symbol) CAPPED IRON PIN PLAZAS (CA-1109-15)

**SURVEYOR'S CERTIFICATE:**  
 STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, DEWEY R. PROCTOR, a duly Licensed Professional Engineer and a duly Licensed Surveyor of this State, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct representation of the actual survey of the property herein described, and that the same is a true and correct representation of the actual survey of the property herein described, and that the same is a true and correct representation of the actual survey of the property herein described.

Witness my hand and the seal of my office at Daphne, Alabama, this 26th day of June, 2018.

DEWEY R. PROCTOR, P.E.  
 AL. P.E. No. 37383  
 SURVEYOR



Old Battles Village  
 Phase Three  
 A Planned Unit Development  
 January, 2018  
 Sheet 1 of 4 Sheets

SLIDE 000252 - 0

MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 3

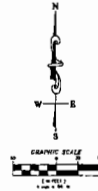
**SITE DATA**

LNK. FT. STREETS: 3,562 L.F.  
 NUMBER OF LOTS: 41  
 SMALLEST LOT: 11,200 SF  
 LARGEST LOT: 16,356 SF  
 COMMON AREAS: 15.29 AC.  
 TOTAL AREA: 28.09 AC.

**PRINCIPAL BUILDING STANDARDS**  
 BUILDING HEIGHT: 30'  
 MAX. ALLOWABLE LOT COVERAGE: 37%  
 REQUIRED SETBACKS:  
 FRONT: 30 FEET  
 REAR: 25 FEET  
 SIDE: 10 FEET  
 STREET SIDE: 20 FEET

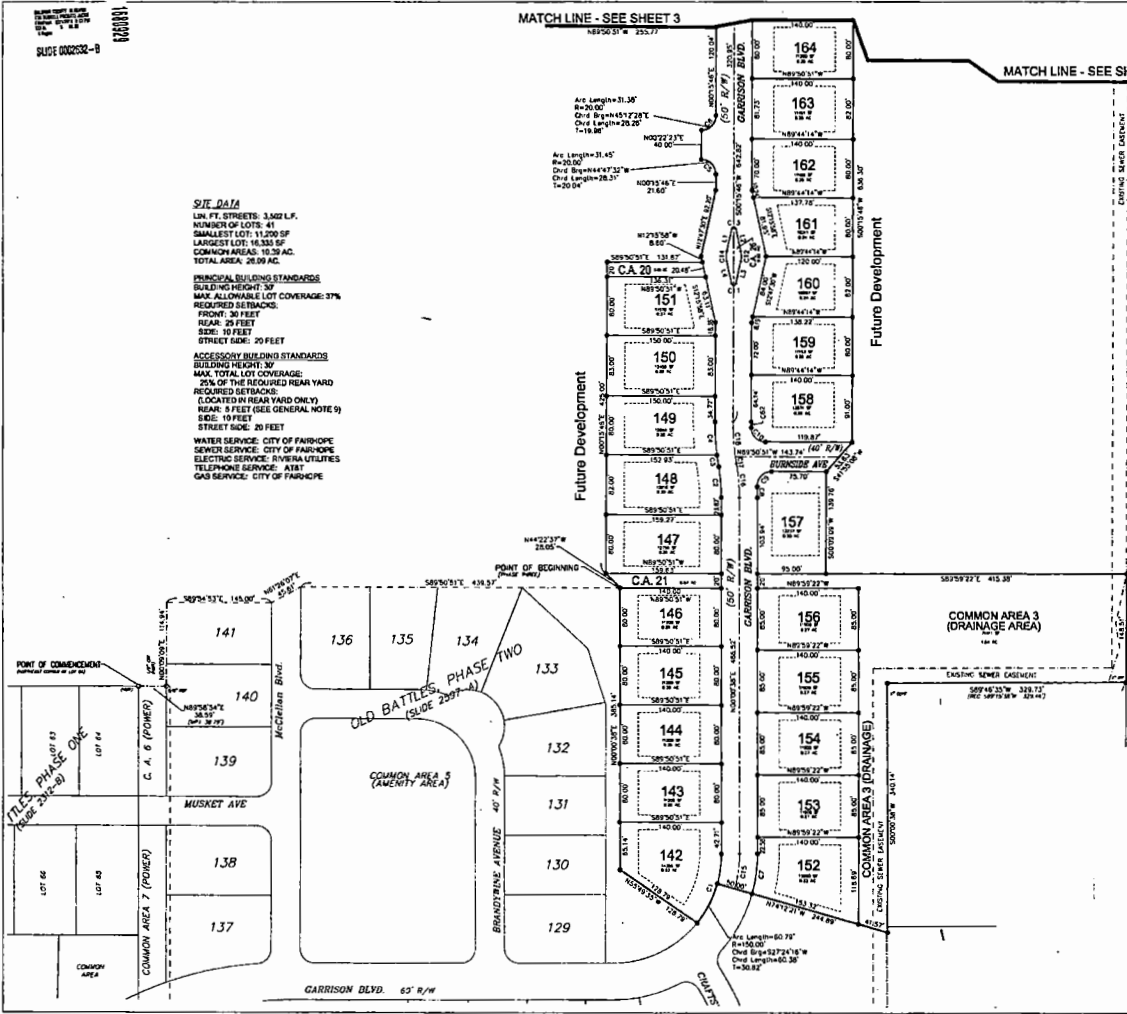
**ACCESSORY BUILDING STANDARDS**  
 BUILDING HEIGHT: 30'  
 MAX. TOTAL LOT COVERAGE: 25% OF THE REQUIRED REAR YARD  
 REQUIRED SETBACKS:  
 COLOCATED IN REAR YARD ONLY  
 REAR: 5 FEET (SEE GENERAL NOTE 9)  
 SIDE: 10 FEET  
 STREET SIDE: 20 FEET

**UTILITY SERVICES:**  
 WATER SERVICE: CITY OF FAIRHURST  
 SEWER SERVICE: CITY OF FAIRHURST  
 ELECTRIC SERVICE: RYAN UTILITIES  
 TELEPHONE SERVICE: AT&T  
 GAS SERVICE: CITY OF FAIRHURST



LINE	BEARING	DISTANCE
1	S 74° 12' 15" W	11.00
2	S 17° 12' 15" W	11.00
3	S 74° 12' 15" W	11.00
4	N 74° 12' 15" W	11.00

CURVE	RADIUS	ARC	CHORD	CHORD BEARING
C1	100.00	100.00	100.00	S 72° 50' 42" W
C2	200.00	11.81	15.11	S 69° 21' 21" W
C3	200.00	11.81	15.11	S 69° 21' 21" W
C4	200.00	11.81	15.11	S 69° 21' 21" W
C5	200.00	11.81	15.11	S 69° 21' 21" W
C6	200.00	11.81	15.11	S 69° 21' 21" W
C7	200.00	11.81	15.11	S 69° 21' 21" W
C8	200.00	11.81	15.11	S 69° 21' 21" W
C9	200.00	11.81	15.11	S 69° 21' 21" W
C10	200.00	11.81	15.11	S 69° 21' 21" W
C11	200.00	11.81	15.11	S 69° 21' 21" W
C12	200.00	11.81	15.11	S 69° 21' 21" W
C13	200.00	11.81	15.11	S 69° 21' 21" W
C14	200.00	11.81	15.11	S 69° 21' 21" W
C15	200.00	11.81	15.11	S 69° 21' 21" W
C16	200.00	11.81	15.11	S 69° 21' 21" W
C17	200.00	11.81	15.11	S 69° 21' 21" W
C18	200.00	11.81	15.11	S 69° 21' 21" W
C19	200.00	11.81	15.11	S 69° 21' 21" W
C20	200.00	11.81	15.11	S 69° 21' 21" W



**Old Battles Village  
 Phase Three  
 A Planned Unit Development**

FINAL PLAT  
 JANUARY 24, 2018 - SHEET 2 OF 4 SHEETS  
 BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DESIGN	D.E.D.	DRAWN	A.E.F.	CHD.	M.S.P.
DATE	JAN 18	SURVEYOR	J.G.A.	PREP	MR J.G.A.

SCALE: 1"=50'  
 FILE NO: 50063331  
 SHEET 2 OF 4

W:\DATA\30063331-OLD BATTLES VILLAGE PHASE 3\30063331.FINAL.PLT LEVISED.dwg, 1/24/18 2:54:47 PM

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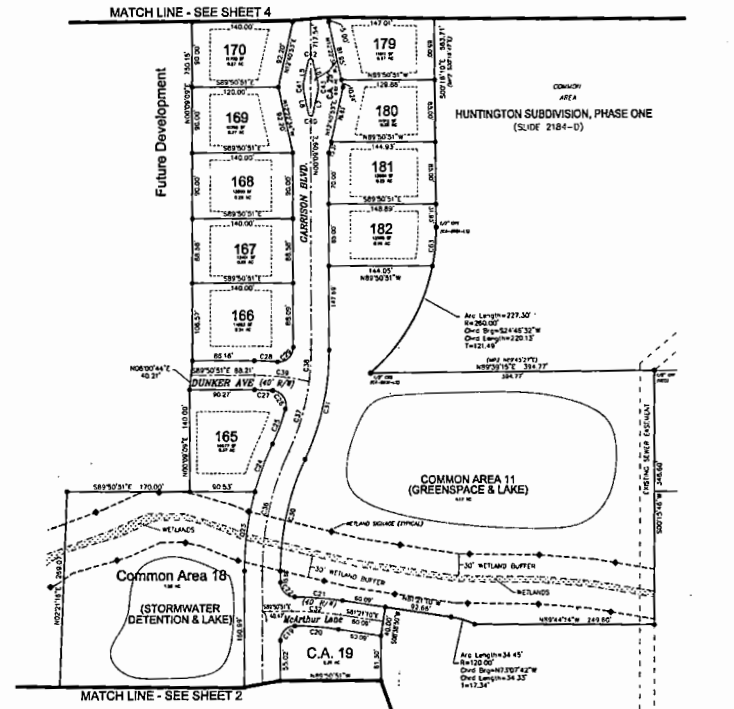


**SURVEYOR'S NOTES:**

1. ALL MEASUREMENTS MADE IN ACCORDANCE WITH S.S. STANDARDS.
2. THIS SURVEY IS BASED ON THE HORIZONTAL CONTROL PROVIDED BY THE STATE OF ALABAMA.
3. THE VERTICAL CONTROL IS BASED ON THE MEAN SEA LEVEL DATUM.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
7. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
8. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.
10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT OF 1901.

**GENERAL NOTES:**

1. FOR THE LOCATION OF ALL UTILITIES, SEE CONSTRUCTION PLANS.
2. SUBSEQUENT TO EXISTING AREAS AND COMMON AREAS ARE NOT THE RESPONSIBILITY OF THE CITY OF FARMERS TO MAINTAIN.
3. ALL UTILITIES WILL BE CONFINED TO DESIGNATED AREAS.
4. THERE IS LOCATED HEREIN A 10 FOOT ORANGE-ZONED EASEMENT ON ALL LOT LINES ADJACENT TO HIGHWAY-6 AND A 10 FOOT 10 FEET FENCE SOLE EASEMENT ALONG ALL LOT LINES AND 10 FOOT UTILITY EASEMENT ALONG COMMON AREAS.
5. MINIMUM FINISHED FLOOR ELEVATIONS SHALL BE 18" ABOVE THE ADJACENT GROUND ELEVATION TO FEET OUTSIDE OF BUILDING. SEE FARMHOUSE BUILDING DEPT. FOR SPECIFIC REQUIREMENTS.
6. ALL STREET LIGHTS TO BE INSTALLED IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE CITY OF FARMERS STANDARDS.
7. FENCES ARE NOT ALLOWED IN ORANGE-ZONED EASEMENTS.
8. ALL ACCESS STREETS TO ADJACENT PROPERTIES THAT ARE NOT CONNECTED AT THE TIME OF THE SUBDIVISION SHALL BE PROVIDED WITH A STOP SIGN BLANK READING "FARMERS THROUGH STREET".
9. SIGNAGE SHALL BE PROVIDED BY THE SUBDIVIDER.
10. NO PERMANENT STRUCTURES, FENCES, OR POOLS ARE ALLOWED WITHIN THE 50' ALABAMA POWER LINE RIGHT-OF-WAY.
11. THE ONLY ALLOWED USES OF THE WETLAND BUFFER SHALL BE FOR THE USE OF COMMON AREAS, SUBDIVISION RIGHTS, OR SIGNAGE. SEE SECTION B.
12. WETLAND BUFFER LOCATIONS EVERY 100 FEET SHALL BE CLEARLY DELINEATED ON ALL GRADING PLANS, SUBDIVISION PLATS, SITE PLANS AND ANY OTHER DEVELOPMENT PLANS. THE OUTSIDE LIMIT OF THE BUFFER MUST BE CLEARLY MARKED ON-SITE WITH PERMANENT SIGNS PLACED EVERY 100 FEET PRIOR TO ANY LAND DISTURBANCE ACTIVITIES.
13. NO RED SOIL OR CLAY ALLOWED WITHIN 100' OF CRITICAL AREAS INCLUDING WETLANDS.
14. A PROPERTY OWNERS ASSOCIATION (POA) IS REQUIRED TO BE FORMED. THE POA IS REQUIRED TO MAINTAIN ANY AND ALL SHOW MAINT. FACILITIES AND STRUCTURES LOCATED OUTSIDE OF THE PUBLICLY ACCEPTED RIGHT-OF-WAY.



LINE	BEARING	DISTANCE
L1	S12°20'31"W	11.00'
L2	S12°22'24"W	11.00'
L3	S12°20'51"W	11.00'
L4	S12°22'34"W	11.00'

CHANCE	RADIUS	ARC	CHORD	CHORD BEARING
C19	20.00'	31.59'	28.41'	S47°30'21"W
C20	448.00'	124.01'	65.27'	S85°34'31"W
C21	448.00'	144.78'	85.27'	S85°20'11"W
C22	285.00'	115.37'	67.87'	S44°31'31"W
C23	406.50'	109.21'	108.83'	S27°57'13"W
C24	285.00'	115.37'	67.87'	S33°24'29"W
C25	300.00'	30.30'	30.13'	S33°24'29"W
C26	25.00'	35.00'	33.81'	S44°24'11"W
C27	31.77'	29.38'	23.57'	S87°34'24"W
C28	21.77'	17.09'	13.06'	S112°11'18"W
C29	30.00'	33.21'	28.53'	S47°43'11"W
C30	358.50'	124.74'	65.61'	S85°34'31"W
C31	320.00'	150.24'	75.53'	S12°51'25"W
C32	400.00'	140.24'	101.11'	S12°51'25"W
C33	35.50'	168.16'	167.11'	N11°24'11"W
C34	320.00'	150.24'	75.53'	S12°51'25"W
C35	320.00'	150.24'	75.53'	N11°24'11"W
C36	31.77'	29.38'	23.57'	S87°34'24"W
C37	1.00'	8.11'	8.08'	N89°50'00"W
C38	32.00'	13.99'	13.80'	S89°50'00"W
C39	32.00'	13.99'	13.80'	S89°50'00"W

# Old Battles Village Phase Three

## A Planned Unit Development

FINAL PLAT  
 JANUARY 24, 2008 - SHEET 3 OF 4 SHEETS

DESIGN	D.E.D.	DESIGN	A.E.F.	CHDR.	M.S.P.
ENG	J.N.E.	SURVEYOR	J.G.A.	PROJ. MGR.	J.G.A.

**Dewberry** FREBLE-RISH

SCALE 1"=60'  
 PROJ. NO. 00083631  
 FILE 00083631  
 SHEET 3 OF 4

\\pww\proj\00083631\OLD BATTLES VILLAGE\PHASES\00083631\_FINAL\_P3.dwg, 1/20/08, 10:07:01 AM

SLIDE 00000000-D



**ENGINEER'S CERTIFICATE**  
 I, JOHN W. COOPER, LICENSED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA, LICENSE NO. 10000, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE PLANS FOR THIS PROJECT AND IN CONFORMANCE WITH APPLICABLE CODES AND STANDARDS, I HAVE FOUND THE PROJECT TO BE IN CONFORMANCE WITH ALL APPLICABLE CODES AND STANDARDS. I HAVE NOTED THE PRESENCE OF COMMON AREA 16 (HABITAT & WETLAND CONSERVATION AREA) AND COMMON AREA 17 (HABITAT & WETLAND CONSERVATION AREA) AND HAVE ADVISED THE CLIENT OF THE SAME. THE PRESENCE OF THESE AREAS DOES NOT PREVENT THE PROJECT FROM BEING CONSIDERED FOR ACCEPTANCE BY THE CITY OF FARMINGVILLE, MISSISSIPPI.

JOHN W. COOPER  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY THE FARMINGVILLE PLANNING COMMISSION**  
 THE PLANNING COMMISSION HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY THE CITY OF FARMINGVILLE (GAS)**  
 THE CITY OF FARMINGVILLE HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY RIVERIA UTILITIES (ELECTRIC)**  
 RIVERIA UTILITIES HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY TELEPHONE (AT&T)**  
 AT&T HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY THE CITY OF FARMINGVILLE (WATER)**  
 THE CITY OF FARMINGVILLE HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF APPROVAL BY THE CITY OF FARMINGVILLE (SEWER)**  
 THE CITY OF FARMINGVILLE HAS REVIEWED THE PLANS AND HAS APPROVED THE PROJECT FOR THE CITY OF FARMINGVILLE, MISSISSIPPI.

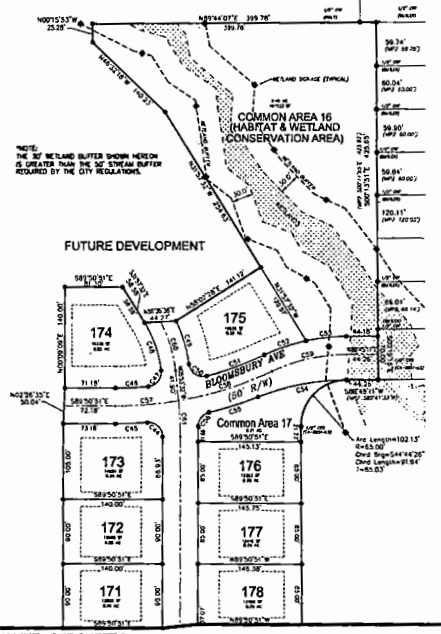
BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF OWNER'S ACCEPTANCE**  
 I, THE UNDERSIGNED, OWNER OF THE ABOVE PLATED LOTS, HEREBY ACCEPT THE PLANS AND THE PRESENCE OF COMMON AREAS 16 AND 17 AND HEREBY WAIVE THE RIGHT TO BE HEARD IN THE CITY OF FARMINGVILLE, MISSISSIPPI.

OWNER: FARMINGVILLE, LLC  
 BY: [Signature]  
 DATE: 02-27-18

**CERTIFICATE OF NOTARY PUBLIC**  
 I, JOHN W. COOPER, DO HEREBY CERTIFY THAT THE ABOVE SIGNED AND SEALED INSTRUMENT IS THE TRUE AND CORRECT COPY OF THE INSTRUMENT AS THE SAME WAS PRESENTED TO ME FOR NOTARIZATION AND THAT THE SIGNATURES OF THE PARTIES TO THE INSTRUMENT ARE THE TRUE AND CORRECT SIGNATURES OF THE PARTIES TO THE INSTRUMENT.

JOHN W. COOPER  
 DATE: 02-27-18



LINE	BEARING	AREA	COMP	COORD	COORD BEARING
C1A	29.00°	23.00	29.47°	847.71	847.71
C1B	155.00°	45.11	45.11°	847.71	847.71
C1C	300.00°	44.64	44.64°	847.71	847.71
C1D	115.00°	11.00	11.00°	847.71	847.71
C1E	185.00°	70.44	69.91°	847.71	847.71
C1F	130.00°	18.73	18.73°	847.71	847.71
C1G	10.00°	14.81	20.83°	847.71	847.71
C1H	300.00°	26.77	26.77°	847.71	847.71
C1I	280.00°	8.37	89.10	847.71	847.71
C1J	210.00°	17.77	17.77°	847.71	847.71
C1K	210.00°	17.77	17.77°	847.71	847.71
C1L	115.00°	11.00	11.00°	847.71	847.71
C1M	185.00°	70.44	69.91°	847.71	847.71
C1N	130.00°	18.73	18.73°	847.71	847.71
C1O	10.00°	14.81	20.83°	847.71	847.71
C1P	300.00°	26.77	26.77°	847.71	847.71
C1Q	280.00°	8.37	89.10	847.71	847.71
C1R	210.00°	17.77	17.77°	847.71	847.71
C1S	210.00°	17.77	17.77°	847.71	847.71
C1T	115.00°	11.00	11.00°	847.71	847.71
C1U	185.00°	70.44	69.91°	847.71	847.71
C1V	130.00°	18.73	18.73°	847.71	847.71
C1W	10.00°	14.81	20.83°	847.71	847.71
C1X	300.00°	26.77	26.77°	847.71	847.71
C1Y	280.00°	8.37	89.10	847.71	847.71
C1Z	210.00°	17.77	17.77°	847.71	847.71

**Old Battles Village  
 Phase Three  
 A Planned Unit Development**

FINAL PLAT  
 BOUNDARY SURVEY AND PLAT OF SUBDIVISION  
 JANUARY 24, 2018 - SHEET 4 OF 4 SHEETS

DESIGN	D.E.D.	DESIGN	A.E.T.	OWNER	M.S.P.
ENG	JANE	SURVEYOR	J.O.A.	FRED MCR	J.O.A.
Dewberry		PREBLE-RISH		SCALE	1"=50'
				PLAT NO.	50081831
				FEE	50081831
				SHEET	4 of 4

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between TRULAND HOMES, LLC (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Sub-divider is the TRULAND HOMES, LLC of OLD BATTLES VILLAGE PHASE 3 (the "Subdivision"), which Subdivision is recorded as Instrument Number 1680929 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Sub-divider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
  
2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Sub-divider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Sub-divider is otherwise aware prior to the expiration of the Maintenance Period, the Sub-divider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.
  
3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 256,123.23 . In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

**RECEIVED**  
DEC 18 2017  
BY: EB

4. City to Accept Improvements for Maintenance. Upon performance in full by the Sub-divider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Sub-divider (a "Notice of Default"). If the Sub-divider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Sub-divider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Sub-divider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Sub-divider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Sub-divider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Sub-divider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Sub-divider herein.

9. No Assignment. The Sub-divider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Sub-divider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.



11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

TRULAND HOMES, LLC

By: \_\_\_\_\_

Name: Nathan L. Cox

As Its: Manager

Date: 02.28.18

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_

\_\_\_\_\_  
As Its Mayor

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

ATTEST:

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

**OLD BATTLES VILLAGE PHASE 3**

**EXHIBIT "A"**

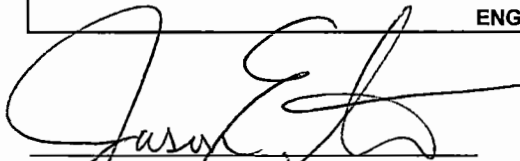
**THE IMPROVEMENTS**

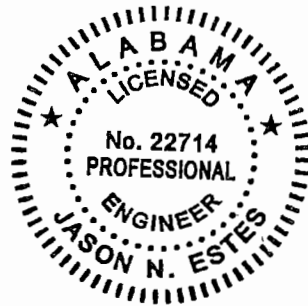
All water and sewer infrastructure installed within the subdivision, see attached unit price bond estimate.

**ENGINEER'S MAINTENANCE BOND ESTIMATE  
 OLD BATTLES VILLAGE PHASE 3**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
100	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	294	LF	27.50	8,085.00
101	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	913	LF	35.30	32,228.90
102	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	977	LF	52.00	50,804.00
103	36" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	526	LF	65.00	34,190.00
104	42" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	267	LF	95.00	25,365.00
105	48" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	284	LF	120.00	34,080.00
106	36" x 23" R.C. ARCH PIPE, CL.3, RAM NEK JOINTS	159	LF	65.30	10,382.70
107	44" x 27" R.C. ARCH PIPE, CL.3, RAM NEK JOINTS	16	LF	82.60	1,321.60
108	INLET, TYPE S, 1-WING	15	EA	4,200.00	63,000.00
109	INLET, TYPE S, 2-WING	6	EA	4,500.00	27,000.00
110	YARD INLET	6	EA	2,300.00	13,800.00
111	JUNCTION BOX	1	EA	5,600.00	5,600.00
112	SEEDING, FERTILIZER AND MULCHING	8.4	AC	2,400.00	20,160.00
113	SOLID SOD (16" BEHIND CURB)	984	SY	4.75	4,674.00
<b>GRADING &amp; DRAINAGE</b>					<b>\$330,691.20</b>
<b>ROADWAYS</b>					
200	TYPE "A", 2'6" CONCRETE VALLEY GUTTER	6,461	LF	12.20	78,824.20
201	TYPE "E", 2'6" MOUNTABLE CURB & GUTTER	180	LF	15.00	2,700.00
202	CONCRETE RIBBON CURB	150	LF	15.00	2,250.00
203	IMPROVEDBITUMINOUS CONCRETE WEARING SURFACE, 1/2", 110#/SY	8,517	SY	9.00	76,653.00
204	SIDEWALK, 5' WIDE	893	SY	35.30	31,522.90
205	HANDICAP RAMPS	24	EA	765.00	18,360.00
206	6" UNDERDRAIN PIPE	180	LF	16.90	3,042.00
207	STOP SIGN W/POST	6	EA	367.00	2,202.00
208	STREET SIGNS W/POST	12	EA	508.00	6,096.00
209	SPEED LIMIT SIGN W/POST	1	EA	255.00	255.00
<b>ROADWAYS</b>					<b>\$221,905.10</b>
<b>WATER SYSTEM</b>					
300	8" PVC WATER MAIN	3390	LF	13.00	44,070.00
301	6" PVC WATER MAIN	585	LF	11.00	6,435.00
302	8" DUCTILE IRON WATER MAIN	36	LF	40.30	1,450.80
303	8" MJ TEE	2	EA	500.00	1,000.00
304	8" x 6" MJ TEE	2	EA	547.00	1,094.00
305	8" MJ CROSS	1	EA	650.00	650.00
306	8" x 6" MJ REDUCER	1	EA	241.00	241.00
307	8" MJ GATE VALVE	8	EA	1,200.00	9,600.00
308	6" MJ GATE VALVE	3	EA	950.00	2,850.00
309	6" MJ 90° BEND	2	EA	375.00	750.00
310	6" MJ 45° BEND	16	EA	360.00	5,760.00

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
312	6" MJ PLUG	3	EA	175.00	525.00
313	WATER SERVICE	44	EA	578.00	25,432.00
314	FIRE HYDRANT ASSEMBLY	8	EA	3,500.00	28,000.00
<b>SUB-TOTAL WATER SYSTEM:</b>					<b>\$128,412.80</b>
<b>SEWER SYSTEM</b>					
400	8" PVC SEWER, 0'-4' DEPTH	157	LF	14.00	2,198.00
401	8" PVC SEWER, 4'-6' DEPTH	271	LF	16.00	4,336.00
402	8" PVC SEWER, 6'-8' DEPTH	1149	LF	18.00	20,682.00
403	8" PVC SEWER, 8'-10' DEPTH	1712	LF	20.00	34,240.00
404	8" PVC SEWER, 10'-12' DEPTH	598	LF	22.00	13,156.00
405	8" PVC SEWER, 12'-14' DEPTH	336	LF	24.00	8,064.00
406	8" PVC SEWER, 14'-16' DEPTH	169	LF	37.00	6,253.00
407	PRECAST SEWER MH, 4'-6' DEPTH	4	EA	2,200.00	8,800.00
408	PRECAST SEWER MH, 6'-8' DEPTH	10	EA	2,500.00	25,000.00
409	PRECAST SEWER MH, 6'-8' DEPTH W/ DROP CONN.	1	EA	5,900.00	5,900.00
410	PRECAST SEWER MH, 6'-8' DEPTH W/ DOGHOUSE	1	EA	2,600.00	2,600.00
411	PRECAST SEWER MH, 8'-10' DEPTH	1	EA	2,800.00	2,800.00
412	PRECAST SEWER MH, 10'-12' DEPTH	2	EA	3,300.00	6,600.00
413	PRECAST SEWER MH, 12'-14' DEPTH	3	EA	3,700.00	11,100.00
414	SEWER LATERALS	54	EA	389.00	21,006.00
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>\$172,735.00</b>
<b>GRAND TOTALS:</b>					<b>\$853,744.10</b>
<b>ENGINEERS MAINTENANCE BOND ESTIMATE, 30%:</b>					<b>\$256,123.23</b>

  
Jason Estes, PE  
Associate  
Project Manager





**SANITARY SEWER MANHOLE AND LINE TESTING**

Project: Old Battles Village Phase 3

Project No.: 50083831

Contractor: Cunningham DeLaney Construction

Utility Owner: City of Fairhope

From M.H. #	To M.H. #	Pipe Run, (ft)	Size, (in)	Air Test, Time (min)	Air Test Pass/Fail	Mandrel Test Pass/Fail	Manhole, Depth (ft)	Vacuum Test Time (seconds)	Vacuum Test Pass/Fail
1 (Existing)									N/A
	2 (Existing)	55	8	4.0	Pass	Pass	8.10	21.00	Pass
2 (Existing)									
	3	400	8	4.0	Pass	Pass	12.20	31.00	Pass
3									
	4	311	8	4.0	Pass	Pass	8.00	20.00	Pass
4									
	5	193	8	4.0	Pass	Pass	6.00	15.00	Pass
9							13.61	35.00	Pass
	25 (Future)	368	8	4.0	Pass	Pass	11.03	28.00	N/A
9									
	8	266	8	4.0	Pass	Pass	13.62	35.00	Pass
8									
	20	108	8	4.0	Pass	Pass	7.09	18.00	Pass
8									
	7	292	8	4.0	Pass	Pass	7.00	18.00	Pass
7									
	26 (Future)	60	8	4.0	Pass	Pass	8.00	20.00	N/A
7									
	6 (Doghouse)	217	8	4.0	Pass	Pass	5.18	13.00	N/A
11							8.00	20.00	Pass
	33 (Future)	353	8	4.0	Pass	Pass	7.97	20.00	N/A
11									
	12	324	8	4.0	Pass	Pass	9.00	23.00	Pass
18							6.00	15.00	Pass
	17	92	8	4.0	Pass	Pass	6.00	15.00	Pass
17									
	15	340	8	4.0	Pass	Pass	11.25	29.00	Pass
15									
	19 (Future)	209	8	4.0	Pass	Pass	7.78	20.00	N/A
15									
	16	114	8	4.0	Pass	Pass	7.94	20.00	Pass
15									
	14	192	8	4.0	Pass	Pass	6.67	17.00	Pass
14									
	13 (Existing)	72	8	4.0	Pass	Pass			N/A
16									
	34 (Future)	233	8	4.0	Pass	Pass	8.00	20.00	N/A
11									
	20	180	8	4.0	Pass	Pass	7.09	18.00	N/A

Observed By: Brent Anderson  
Dewberry Engineers Inc.

December 14, 2017

Mr. Wayne Dyess  
City of Fairhope  
161 North Section Street  
Fairhope, AL 36532

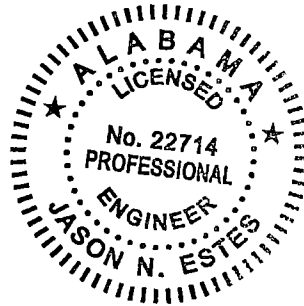
**Re: OLD BATTLES VILLAGE PHASE 3**  
*SCHEDULE OF VALUES*

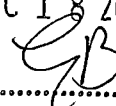
Dear Mr. Dyess:

I certify that to the best of my knowledge that the schedule of values for OLD BATTLES VILLAGE PHASE 3 maintenance bond are correct.



Jason Estes, PE  
Project Manager



**RECEIVED**  
DEC 18 2017  
BY:  .....

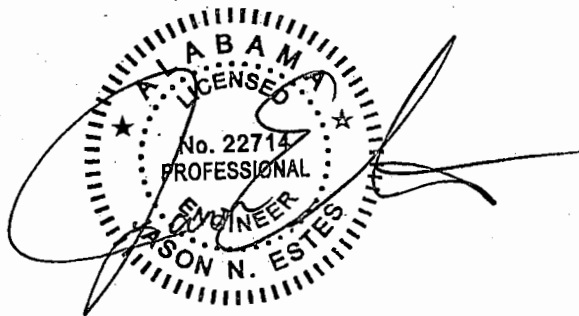


# Dewberry

# PREBLE-RISH

## ENGINEER'S MAINTENANCE BOND ESTIMATE OLD BATTLES VILLAGE PHASE 3

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
100	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	294	LF	27.50	8,085.00
101	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	913	LF	35.30	32,228.90
102	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	977	LF	52.00	50,804.00
103	36" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	526	LF	65.00	34,190.00
104	42" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	267	LF	95.00	25,365.00
105	48" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	284	LF	120.00	34,080.00
106	36" x 23" R.C. ARCH PIPE, CL.3, RAM NEK JOINTS	159	LF	65.30	10,382.70
107	44" x 27" R.C. ARCH PIPE, CL.3, RAM NEK JOINTS	16	LF	82.60	1,321.60
108	INLET, TYPE S, 1-WING	15	EA	4,200.00	63,000.00
109	INLET, TYPE S, 2-WING	6	EA	4,500.00	27,000.00
110	YARD INLET	6	EA	2,300.00	13,800.00
111	JUNCTION BOX	1	EA	5,600.00	5,600.00
112	SEEDING, FERTILIZER AND MULCHING	8.4	AC	2,400.00	20,160.00
113	SOLID SOD (16" BEHIND CURB)	984	SY	4.75	4,674.00
<b>GRADING &amp; DRAINAGE</b>					<b>\$330,691.20</b>
<b>ROADWAYS</b>					
200	TYPE "A", 2'6" CONCRETE VALLEY GUTTER	6,461	LF	12.20	78,824.20
201	TYPE "E", 2'6" MOUNTABLE CURB & GUTTER	180	LF	15.00	2,700.00
202	CONCRETE RIBBON CURB	150	LF	15.00	2,250.00
203	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2", 110#/SY	8,517	SY	9.00	76,653.00
204	SIDEWALK, 5' WIDE	893	SY	35.30	31,522.90
205	HANDICAP RAMPS	24	EA	765.00	18,360.00
206	6" UNDERDRAIN PIPE	180	LF	16.90	3,042.00
207	STOP SIGN W/POST	6	EA	367.00	2,202.00
208	STREET SIGNS W/POST	12	EA	508.00	6,096.00
209	SPEED LIMIT SIGN W/POST	1	EA	255.00	255.00
<b>ROADWAYS</b>					<b>\$221,905.10</b>



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 BY: *EB*

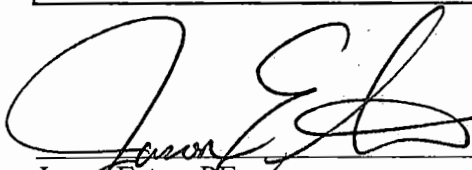


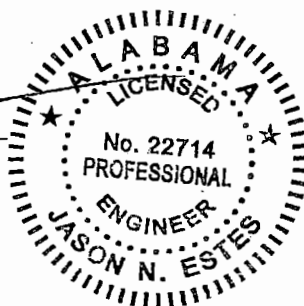



# Dewberry

# PREBLE-RISH

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>WATER SYSTEM</b>					
300	8" PVC WATER MAIN	3390	LF	13.00	44,070.00
301	6" PVC WATER MAIN	585	LF	11.00	6,435.00
302	8" DUCTILE IRON WATER MAIN	36	LF	40.30	1,450.80
303	8" MJ TEE	2	EA	500.00	1,000.00
304	8" x 6" MJ TEE	2	EA	547.00	1,094.00
305	8" MJ CROSS	1	EA	650.00	650.00
306	8" x 6" MJ REDUCER	1	EA	241.00	241.00
307	8" MJ GATE VALVE	8	EA	1,200.00	9,600.00
308	6" MJ GATE VALVE	3	EA	950.00	2,850.00
309	6" MJ 90° BEND	2	EA	375.00	750.00
310	6" MJ 45° BEND	16	EA	360.00	5,760.00
311	8" MJ PLUG	3	EA	185.00	555.00
312	6" MJ PLUG	3	EA	175.00	525.00
313	WATER SERVICE	44	EA	578.00	25,432.00
314	FIRE HYDRANT ASSEMBLY	8	EA	3,500.00	28,000.00
<b>SUB-TOTAL WATER SYSTEM:</b>					<b>\$128,412.80</b>
<b>SEWER SYSTEM</b>					
400	8" PVC SEWER, 0'-4' DEPTH	157	LF	14.00	2,198.00
401	8" PVC SEWER, 4'-6' DEPTH	271	LF	16.00	4,336.00
402	8" PVC SEWER, 6'-8' DEPTH	1149	LF	18.00	20,682.00
403	8" PVC SEWER, 8'-10' DEPTH	1712	LF	20.00	34,240.00
404	8" PVC SEWER, 10'-12' DEPTH	598	LF	22.00	13,156.00
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406	8" PVC SEWER, 14'-16' DEPTH	169	LF	37.00	6,253.00
407	PRECAST SEWER MH, 4'-6' DEPTH	4	EA	2,200.00	8,800.00
408	PRECAST SEWER MH, 6'-8' DEPTH	10	EA	2,500.00	25,000.00
409	PRECAST SEWER MH, 6'-8' DEPTH W/ DROP CONN.	1	EA	5,900.00	5,900.00
410	PRECAST SEWER MH, 6'-8' DEPTH W/ DOGHOUSE	1	EA	2,600.00	2,600.00
411	PRECAST SEWER MH, 8'-10' DEPTH	1	EA	2,800.00	2,800.00
412	PRECAST SEWER MH, 10'-12' DEPTH	2	EA	3,300.00	6,600.00
413	PRECAST SEWER MH, 12'-14' DEPTH	3	EA	3,700.00	11,100.00
414	SEWER LATERALS	54	EA	389.00	21,006.00
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>\$172,735.00</b>
<b>GRAND TOTALS:</b>					<b>\$853,744.10</b>
<b>ENGINEERS MAINTENANCE BOND ESTIMATE, 30%:</b>					<b>\$256,123.23</b>

  
 Jason Estes, PE  
 Associate  
 Project Manager



**RECEIVED**  
 DEC 18 2017  
 BY: 

9949 Bellaton Ave. Daphne, AL 36526  
 251.990.9950 fax 251.990.9910



PREBLE-RISH

Dewberry Engineers Inc. | 251.990.9950  
9949 Bellaton Avenue | 251.990.9910 fax  
Daphne, AL 36526 | www.dewberry.com

The maintenance bond for OLD BATTLES VILLAGE PHASE 3 is for all roadways, storm drain, sanitary sewer and water systems located within the rights of way.

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# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER  
21BCSHS3030

The **"PRINCIPAL"** *(Name and address of Principal)*  
Cunningham DeLaney Construction, LLC  
P.O. Box 1040  
Magnolia Springs, AL 36555

The **"SURETY"** *(Name and Principal Place of Business)*  
HARTFORD FIRE INSURANCE COMPANY  
Hartford Plaza  
Hartford, CT 06115

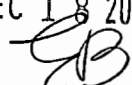
The **"CITY"** City of Fairhope, Alabama  
Attn: Jonathan Smith  
555 South Section Street  
Fairhope, Alabama 36532

The **"PENAL SUM"** of this Bond: Two Hundred Fifty Six Thousand  
One Hundred Twenty Three ----- and 23 /100 Dollars  
(\$256,123.23).

Name and date of the **"MAINTENANCE AGREEMENT"**: Maintenance and Guaranty  
Agreement dated December 7 , 2017

The **"PROJECT"**: Old Battles, Phase 3 Subdivision

1. **WE, THE PRINCIPAL AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.

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DEC 18 2017  
BY: 

3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
  - (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.

6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

**SIGNED AND SEALED** this 7th day of December, **20** 17.

**ATTEST:**

*DeLore Paul*

**PRINCIPAL:**

Cunningham DeLaney Consturction, LLC

By *Jacob Cunningham*

*Manager*  
Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By \_\_\_\_\_

J. William Goodloe, III

Name

P. O. Box 160927, Mobile, AL 36616

Address

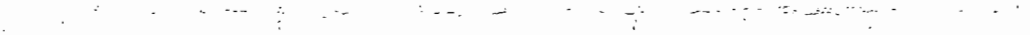
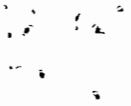
**SURETY:**

HARTFORD FIRE INSURANCE COMPANY

By *J. William Goodloe III*

J. William Goodloe, III, Attorney-in-fact

Name and Title



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 21-250403

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*  
Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*  
M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



*Kathleen T. Maynard*  
Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

**CERTIFICATE**

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **December 7, 2017**.  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*  
Gary W. Stumper, Vice President

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

**WHEREAS**, the Owners of Battles Trace at the Colony, Phase 4 desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2614-C and 2614-D accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Battles Trace at the Colony, Phase 4, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Battles Trace at the Colony, Phase 4 are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher's Retirement System of Alabama (the "Subdivider").

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

Adopted this 26th day of March, 2018

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

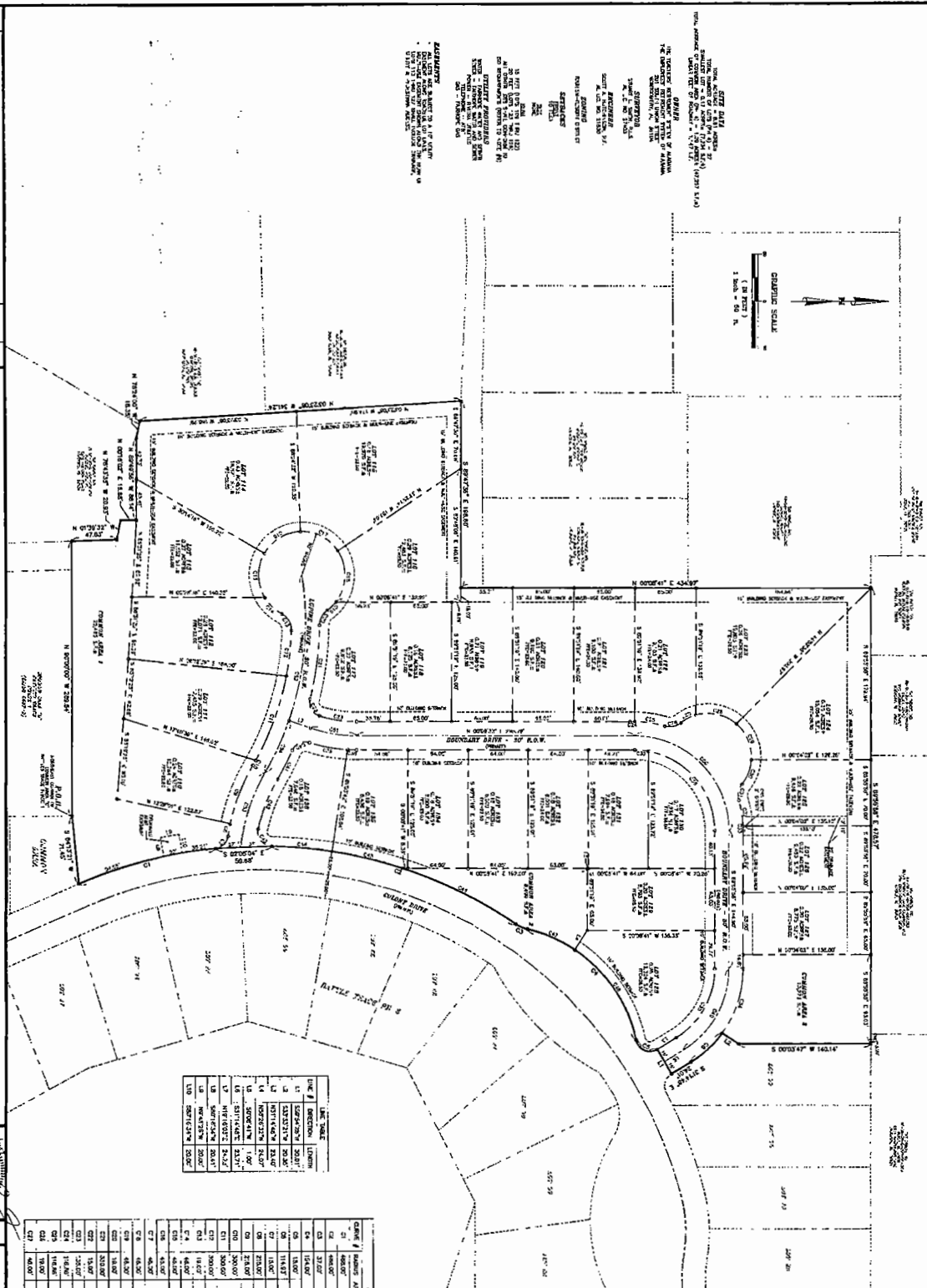
Attest:

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





# BATTLES TRACE AT THE COLONY PHASE 4



**NOTES**

1. SEE GENERAL NOTES TO THE PLAN.
2. ALL DIMENSIONS ARE IN FEET AND INCHES.
3. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
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14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

LOT #	AREA (SQ FT)	AREA (SQ YD)	PERCENTAGE OF TOTAL
101	10,000	0.23	0.23%
102	10,000	0.23	0.23%
103	10,000	0.23	0.23%
104	10,000	0.23	0.23%
105	10,000	0.23	0.23%
106	10,000	0.23	0.23%
107	10,000	0.23	0.23%
108	10,000	0.23	0.23%
109	10,000	0.23	0.23%
110	10,000	0.23	0.23%
111	10,000	0.23	0.23%
112	10,000	0.23	0.23%
113	10,000	0.23	0.23%
114	10,000	0.23	0.23%
115	10,000	0.23	0.23%
116	10,000	0.23	0.23%
117	10,000	0.23	0.23%
118	10,000	0.23	0.23%
119	10,000	0.23	0.23%
120	10,000	0.23	0.23%
121	10,000	0.23	0.23%
122	10,000	0.23	0.23%
123	10,000	0.23	0.23%
124	10,000	0.23	0.23%
125	10,000	0.23	0.23%
126	10,000	0.23	0.23%
127	10,000	0.23	0.23%
128	10,000	0.23	0.23%
129	10,000	0.23	0.23%
130	10,000	0.23	0.23%
131	10,000	0.23	0.23%
132	10,000	0.23	0.23%
133	10,000	0.23	0.23%
134	10,000	0.23	0.23%
135	10,000	0.23	0.23%
136	10,000	0.23	0.23%
137	10,000	0.23	0.23%
138	10,000	0.23	0.23%
139	10,000	0.23	0.23%
140	10,000	0.23	0.23%
141	10,000	0.23	0.23%
142	10,000	0.23	0.23%
143	10,000	0.23	0.23%
144	10,000	0.23	0.23%
145	10,000	0.23	0.23%
146	10,000	0.23	0.23%
147	10,000	0.23	0.23%
148	10,000	0.23	0.23%
149	10,000	0.23	0.23%
150	10,000	0.23	0.23%

**HUTCHINSON, MOORE & RAUGH, LLC**  
 2029 MAIN STREET  
 DAPHNE, ALABAMA 36526

LAND PLANNERS

TEL (251) 626-2826  
 FAX (251) 626-6934  
 dph@hmrma.com

**FINAL PLAT**  
 BATTLES TRACE AT THE COLONY PHASE 4  
 RETIREMENT SYSTEM OF ALABAMA

DATE: 06/15/2017

2 OF 2

**MAINTENANCE AGREEMENT**

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama and THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama (collectively the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

**Recitals:**

WHEREAS, the Subdivider is the developer of Battles Trace at the Colony (Phase 4) (the "Subdivision"), which Subdivision is recorded as Instrument Number 1660026 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

RECEIVED  
AUG 29 2017

BY: AM

4. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider; and/or
- (b) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

5. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

6. Indemnification. To the extent permitted by the laws and Constitution of the State of Alabama, the Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

7. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

8. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

9. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

10. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

13. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

16. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

17. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

**THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: 

As: Director of Construction Development Real Estate Division

Date: August 23, 2017

**THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama

By: 

As: Director of Construction Dev. Real Estate Division

Date: August 23, 2017

**THE CITY OF FAIRHOPE, ALABAMA**

By: \_\_\_\_\_

Karin Wilson  
As Its Mayor

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

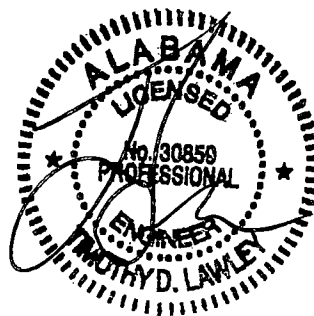
ATTEST:

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

**EXHIBIT A**  
**TO THE MAINTENANCE AGREEMENT**  
**WATER AND SEWER INFRASTRUCTURE WITHIN THE REFERENCED**  
**DEVELOPMENT THAT RSA INTENDS TO DEDICATE TO THE CITY OF FAIRHOPE**  
**FOR MAINTENANCE PURPOSES**  
**Retirement System of Alabama**  
**Battles Trace Phase 4**  
**August 23, 2017**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	8" WATER LINE (641-A)	LF	1,075	\$ 20.00	\$ 21,500.00
2	DUCTILE IRON FITTINGS (641-C)	LBS	975	\$ 4.50	\$ 4,387.50
3	FIRE HYDRANT (641-D)	EA	2	\$ 3,300.00	\$ 6,600.00
4	8" GATE VALVE (641-J)	EA	1	\$ 1,000.00	\$ 1,000.00
5	3/4" SERVICE TAP (641-P)	EA	54	\$ 550.00	\$ 29,700.00
6	3/4" WATER METER BOX SET (641-Q)	EA	54	\$ 125.00	\$ 6,750.00
7	2" FORCE MAIN (645-A)	LF	580	\$ 4.00	\$ 2,320.00
8	3" FORCE MAIN (645-A)	LF	540	\$ 5.00	\$ 2,700.00
9	DUCTILE IRON FITTINGS (645-C)	LBS	300	\$ 4.50	\$ 1,350.00
10	SERVICE TAP & BOX SET (SEWER)	EA	27	\$ 600.00	\$ 16,200.00
11	END OF LINE FLUSHING STATION	EA	2	\$ 850.00	\$ 1,700.00
12	2" SEWER GATE VALVE	EA	1	\$ 400.00	\$ 400.00
<b>TOTAL AMOUNT</b>					<b>\$ 94,607.50</b>
<i>30% of Total</i>					<b>\$ 28,382.25</b>

*Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.*



## MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Hill Brothers [insert name of contractor on behalf of developer as shown on the final subdivision plat] (the "Contractor"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Contractor and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

### Recitals:

WHEREAS, the Contractor is the contractor of RSA Battles Trace Phase 4 (the "Subdivision"), which Subdivision is recorded as Instrument Number 1660026 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the city agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Contractor (by agreement with RSA who is the Subdivider of the Subdivision) is responsible to maintain the Improvement for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
  
2. Maintenance and guaranty of improvements. The Contractor shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Contractor hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Contractor with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Contractor is otherwise aware prior to the expiration of the Maintenance Period, the Contractor shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or



otherwise); provided, however that in the event such Defect is not capable of being remedied within said ten-day period, the contractor shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Contractor has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Contractor shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 28,382.75 . In the event the foregoing condition precedent is not satisfied within thirty \_\_\_\_\_ (30) days of the Effective Date, the obligation of the city to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.
4. City to Accept Improvements for Maintenance. Upon performance in full by the Contractor of this Agreement and the expiration of the Maintenance Period, the city shall accept maintenance of the Improvements.
5. Failure to Perform. In the event the contractor shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default") the city may issue a written notice of default to the Contractor (a "Notice of Default"). If the Contractor has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:
  - (a.) Complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Contractor;
  - (b.) Call on or otherwise exercise its rights under the Guaranty; and/or
  - (c.) Exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the city exercises any of the foregoing rights and expends any funds in connection therewith, the Contractor shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Contractor within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Contractor shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Contractor with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Contractor shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Contractor represents and warrants to the city that the contractor is acting with full and legal authority with respect to the Improvements.
7. Indemnification. The Contractor shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Contractor made or taken pursuant to this Agreement.
8. Responsibility for Agents. The Contractor shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Contractor herein.
9. No Assignment. The Contractor shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Contractor of its liabilities and obligations herein.
10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.
11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings,

written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The city is no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Contractor. This Agreement, and/or the procedures approving the same time, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the contractor comply or to ensure its own compliance with any local, state, or federal law regulation.
14. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.
15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its right, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.
17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.
18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of the Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

Hill Brothers

By: 

Name: Chmelie Hill

As Its: owner

Date: 8/23/17

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_

Karin Wilson

As Its Mayor

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

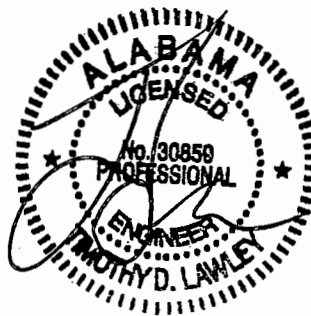
ATTEST:

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

**EXHIBIT A**  
**TO THE MAINTENANCE AGREEMENT**  
**WATER AND SEWER INFRASTRUCTURE WITHIN THE REFERENCED**  
**DEVELOPMENT THAT RSA INTENDS TO DEDICATE TO THE CITY OF FAIRHOPE**  
**FOR MAINTENANCE PURPOSES**  
**Retirement System of Alabama**  
**Battles Trace Phase 4**  
**August 23, 2017**

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11	END OF LINE FLUSHING STATION	EA	2	\$ 850.00	\$ 1,700.00
12	2" SEWER GATE VALVE	EA	1	\$ 400.00	\$ 400.00
<b>TOTAL AMOUNT</b>					<b>\$ 94,607.50</b>
30% of Total					<b>\$ 28,382.25</b>

*Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.*



# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

RCB0000092

The "PRINCIPAL" (Name and address of Principal)

Hill Brothers  
P.O. Box 7709  
Spanish Fort, AL 36527

The "SURETY" (Name and Principal Place of Business)

Contractors Bonding and Insurance Company  
9025 N. Lindbergh Drive  
Peoria, IL 61615

The "CITY"

City of Fairhope, Alabama  
Attn: Jonathan Smith  
555 South Section Street  
Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: Twenty Eight Thousand Three Hundred Eighty Two and 25 /100 Dollars  
(\$ 28,382.25 ).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated \_\_\_\_\_, 200\_

The "PROJECT": Battles Trace Phase 4 Subdivision

1. WE, THE PRINCIPAL AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.

RECEIVED  
AUG 16 2017

BY: EB

3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
  - (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.

6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

**SIGNED AND SEALED** this 23 day of August, 20017.

**ATTEST:**

\_\_\_\_\_

**PRINCIPAL:**

Hill Brothers

By 

Charlie Hill / President

Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By \_\_\_\_\_

Name

Address

**SURETY:**

Contractors Bonding and Insurance Company

By 

Jack L. Blackmon Jr. / Attorney-in-Fact

Name and Title



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

**WHEREAS**, the Owners of Pinewood Subdivision desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2617-F accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Pinewood Subdivision are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Sweetwater Investments, LLC (the "Subdivider").

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

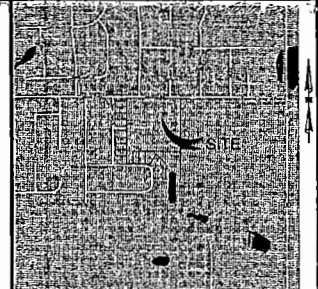
Adopted this 26th day of March, 2018

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

Attest:

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

# PINEWOOD SUBDIVISION



VICINITY MAP (N.T.S.)

**CERTIFICATE OF APPROVAL BY BALDWIN COUNTY E.M.C. (ELECTRIC)**

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E.M.C., HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE 15<sup>th</sup> DAY OF November 2017.  
 AUTHORIZED SIGNATURE: *[Signature]*

**CERTIFICATE OF APPROVAL BY FAIRHOPE GAS**

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE WATER & SEWER, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE 16<sup>th</sup> DAY OF Nov 2017.  
 AUTHORIZED SIGNATURE: *[Signature]*

**CERTIFICATE OF APPROVAL BY FAIRHOPE WATER & SEWER**

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE WATER & SEWER, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE 16<sup>th</sup> DAY OF November 2017.  
 AUTHORIZED SIGNATURE: *[Signature]*

**CERTIFICATE OF APPROVAL BY ATTAT (TELEPHONE)**

THE UNDERSIGNED, AS AUTHORIZED BY ATTAT, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE 15<sup>th</sup> DAY OF November 2017.  
 AUTHORIZED SIGNATURE: *[Signature]*

**FAIRHOPE PLANNING COMMISSION**

THE WITHIN PLAT OF PINEWOOD SUBDIVISION, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY FAIRHOPE CITY PLANNING COMMISSION.

THIS THE 16<sup>th</sup> DAY OF November 2017.  
 PLANNING DIRECTOR: *[Signature]*

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF ALABAMA  
 COUNTY OF BALDWIN

THIS IS TO CERTIFY THAT I, MATT BYRNE, A MEMBER OF SWEETWATER INVESTMENTS LLC, AND THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREON, FOR THE USES AND PURPOSES HEREON SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE DESIGN AND TITLE HEREON INDICATED, AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND COVENANTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS 17<sup>th</sup> DAY OF November 2017.

WITNESSES: *[Signatures]*  
 NAME AND TITLE

**CERTIFICATION BY NOTARY PUBLIC**

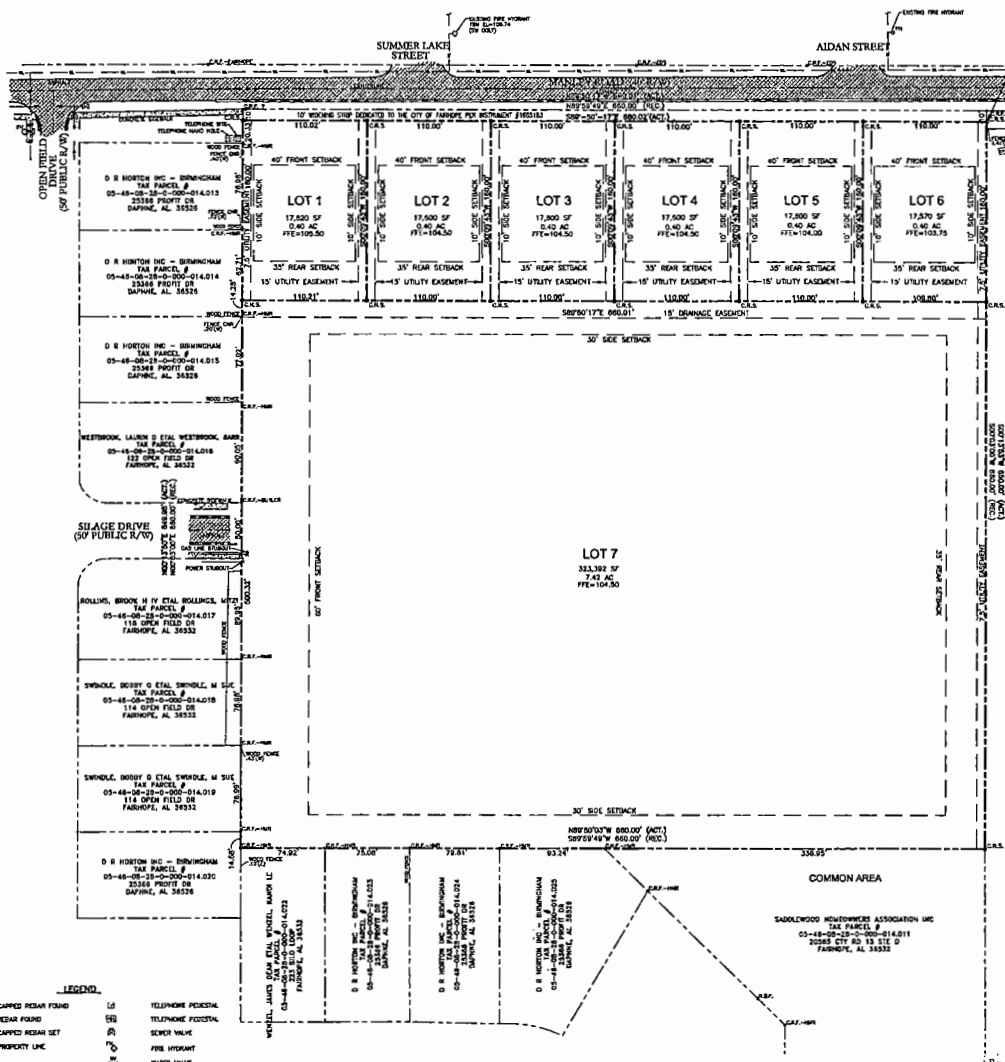
STATE OF ALABAMA  
 COUNTY OF BALDWIN

I, Heather McDonald, a Notary Public in and for the County of Baldwin in the State of Alabama do certify that those named in this certificate of ownership and dedication, appeared before me this day in person and acknowledged that he, she, some, sealed and delivered and instrument at this free and voluntary act for the uses and purposes herein set forth, given under my hand and notarial seal, this the November 16<sup>th</sup> 2017.

HEATHER MCDONALD  
 NOTARY PUBLIC

**LEGEND**

---	CAPPED PEGAS FOUND	---	TELEPHONE POCKET
---	REAR FOUND	---	TELEPHONE FEEDSTOCK
---	CAPPED PEGAS SET	---	SEWER VALVE
---	PROPERTY LINE	---	WATER HYDRANT
---		---	WATER VALVE



**SITE DATA:**  
 NUMBER OF LOTS = 7  
 SMALLEST LOT SIZE = 17,570 S.F. (0.403 ACRES)  
 TOTAL ACRES OF SITE = 8.058 ACRES  
 DISTRICT 11, UNIMPROVED

**OWNER:**  
 MATT BYRNE  
 SWEETWATER INVESTMENTS LLC  
 20045 COUNTY RD. 13, SUITE B  
 FAIRHOPE, AL 36525

**SURVEYOR:**  
 ERIC E. GOWEN, P.L.S.  
 ALABAMA LICENSE NUMBER 29421

**UTILITY PROVIDERS:**  
 WATER - CITY OF FAIRHOPE  
 SEWER - CITY OF FAIRHOPE  
 POWER - BALDWIN EMC  
 TELEPHONE - ATTAT

- GENERAL NOTE:**
1. EASEMENTS OF THE ENGINEER DESIGNER ALONG THE NORTH LINE OF LOT 7 IS THE RESPONSIBILITY OF THE OWNER OF LOT 7. THIS IS THE M.M. WHICH A PROPERTY OWNER'S ACCEPTANCE IS ESTABLISHED. IF THE OWNER OF LOT 7 HAS ACCEPTED THE EASEMENTS, THE RESPONSIBILITY IS NOT THE RESPONSIBILITY OF THE BALDWIN COUNTY COMMISSIONER NOR THE CITY OF FAIRHOPE.
  2. A PROPERTY OWNER'S ASSOCIATION (POA) IS REQUIRED TO BE FORMED. THE POA IS REQUIRED TO MAINTAIN ANY GOLF-COURSE.
  3. THERE IS A DESIGNATED UTILITY EASEMENT TO THE EAST OF LOT 7.

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF ALABAMA HOLDING CERTIFICATE NUMBER 29421, HEREBY CERTIFY THAT I HAVE CAUSED THE DESIGN HEREON WHICH WAS DONE UNDER MY DIRECT CONTROL AND SUPERVISION AND THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND TO THE BEST OF MY BELIEF, CONTAINED IN THE FOUNDATIONS OF THE FAIRHOPE, SWEETWATER INVESTMENTS AND IN ALL OTHER RULES, REGULATIONS, LAWS, AND ORDINANCES APPLICABLE TO MY DESIGN.

*[Signature]*  
 ERIC E. GOWEN, P.L.S.  
 SURVEYOR

DATE: 16<sup>th</sup> Nov 2017

PLANS MADE FOR PINEWOOD SUBDIVISION  
 PLANS MADE AND CONTROLLED BY MATT BYRNE, 1111 BOK OF BIRMINGHAM DRIVE, SUITE 100, FAIRHOPE, AL 36525

- GENERAL SURVEYOR'S NOTES:**
1. SAMPLES OF INFORMATION USED TO PREPARE THIS SURVEY WERE PROVIDED BY OTHER FIRMS AND INFORMATION FURNISHED BY CLIENT. NO FIELD CHECKS, THIS OTHER OR OTHERWISE WAS PERFORMED BY THE SURVEYOR. THERE MAY BE OTHER UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR OTHER ENCUMBRANCES OF RECORD WHICH COULD AFFECT THE DIMENSIONS OF THIS PROPERTY THAT WERE NOT FURNISHED AT THE TIME OF SURVEY.
  2. ALL GRADINGS ARE BASED ON THE GROUND SURVEY AS CONDUCTED BY THE SURVEYOR. UNLESS OTHERWISE NOTED, ELEVATIONS ARE IN FEET ABOVE MEAN SEA LEVEL.
  3. I HAVE CONSULTED THE FEDERAL BUREAU OF SURVEYING MAPS, COUNTY MAPS, AND UNOCCUPIED ELEVATION JULY 11, 2007, AND HAVE FOUND THAT THE DESCRIBED PROPERTY IS LOCATED IN ZONE 17N060000, WHICH IS DETERMINED TO BE OUTSIDE THE 0.5% ANNUAL CHANCE FLOOD PLAIN.
  4. A FLOOD HAZARD FOR THIS SURVEY HAS BEEN DETERMINED TO BE OUTSIDE THE 0.5% ANNUAL CHANCE FLOOD PLAIN.
  5. ANY FLOOD ZONES OTHER THAN SHOWN ON THE FACE OF THIS ENGINEERING ARE CALLED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAPS COULD SHOW.

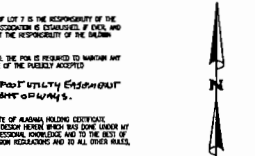
**SECOND RECORDING**  
 COMMENCED AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 SOUTH, RANGE 3 EAST, BALDWIN COUNTY, ALABAMA. THENCE RUN N-87°57'41"W ALONG THE DISTRICT ROAD SECTION LINE, 1323.22 FEET TO A POINT; THENCE RUN N-87°12'17"W, LEAVING SAID HALF SECTION LINE, 10.00 FEET TO THE CORNER OF A BARRIERS; THENCE CONTINUE S-87°12'17"W, 82.00 FEET TO A POINT; THENCE RUN N-87°12'17"W, 82.00 FEET TO A POINT; THENCE RUN N-87°12'17"W, 82.00 FEET TO A POINT; THENCE RUN S-87°12'17"W, 82.00 FEET TO THE CORNER OF A BARRIERS.

I CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN PREPARED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF ALABAMA. I AM NOT PROVIDING THIS SURVEY FOR ANY OTHER PURPOSE.

ERIC E. GOWEN, P.L.S.  
 ALABAMA LICENSE NUMBER 29421

**MINIMUM BUILDING SETBACKS**

	NORTH SIDE	SOUTH SIDE	WEST SIDE	EAST SIDE
LOT 1	40.00'	35.00'	10.00'	10.00'
LOT 2	40.00'	35.00'	10.00'	10.00'
LOT 3	40.00'	35.00'	10.00'	10.00'
LOT 4	40.00'	35.00'	10.00'	10.00'
LOT 5	40.00'	35.00'	10.00'	10.00'
LOT 6	40.00'	35.00'	10.00'	10.00'
LOT 7	30.00'	30.00'	60.00'	55.00'



NUMBER	REVISION	DATE

**Sawgrass**  
 CONSULTING, LLC  
 ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT  
 11143 Old Highway 21, Spanish Fort, AL 36527  
 Phone: (251) 944-7900 Fax: (251) 970-7900

**FINAL PLAT**  
 PINEWOOD SUBDIVISION  
 SWEETWATER INVESTMENTS LLC

**SCALE:** 1" = 60'  
**DATE:** NOVEMBER 14, 2017  
**DRAWN BY:** JLG  
**CHECKED BY:** SLJ  
**SHEET:** 1 OF 1

## MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Sweetwater Investments, LLC (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

### Recitals:

WHEREAS, the Subdivider is the developer of Pinewood Subdivision (the "Subdivision"), which Subdivision is recorded as Instrument Number 1447295 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 8,000. In the event the foregoing

condition precedent is not satisfied within thirty ( 30 ) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

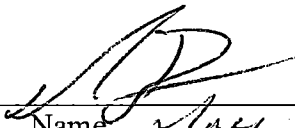
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

[Sweetwater Investments, LLC]

By:   
Name: Mark Byrne  
As Its: Member  
Date: 8/23/17

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
Karin Wilson  
As Its Mayor  
Date: \_\_\_\_\_

ATTEST:

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

**EXHIBIT "A"**  
**The Improvements**

## Exhibit "A"

### Utility Services

The Developer was required to install public utilities to serve the proposed six (6) single family lots (1-6) along the public Right-of-Way. The utilities installation included connection and placement of 800 LF of 3" Sanitary Sewer Forcemain along the south R/W of Manley Road; each lot was provided with Sewer Services for individual low-pressure connections to serve the single-family units.

In addition, each lot (1-6) had a ¾" K Copper Water Service that was connected to an existing 8" Water Main located on the north R/W of Manley Road. No new water main or Fire Hydrants were installed for this project.





Beneficiary: **CITY OF FAIRHOPE**  
 Project: **Pinewood**  
 Date: **8/15/17**  
**Maintenance Bond Value (30%)**

**CONSTRUCTION VALUES**

ITEM #	WORK DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	3" PVC Forcemain	LF	800	\$ 7.50	\$ 6,000.00
2	3" Gate Valve and Connect	EA	1	\$ 650.00	\$ 650.00
3	Cleanout Assembly	EA	1	\$ 450.00	\$ 450.00
4	Water Services (Incl. Bores)	EA	6	\$ 2,200.00	\$ 13,200.00
5	Sewer Services	EA	6	\$ 850.00	\$ 5,100.00
<b>SUBTOTAL AMOUNT</b>					<b>\$ 25,400.00</b>
<b>MIN GUARANTEE (30%)</b>					<b>\$ 7,620.00</b>

I certify that this estimate is based on the contractual value for labor, materials and equipment to perform this work with the Contractor and Owner for the Utilities Constructed.



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 AUG 22 2017

BY: *CB*

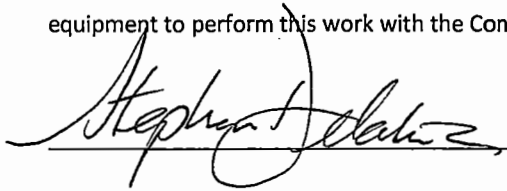
Beneficiary: **CITY OF FAIRHOPE**  
 Project: **Pinewood**  
 Date: **8/15/17**  
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5	Sewer Services	EA	6	\$ 850.00	\$ 5,100.00

<b>SUBTOTAL AMOUNT</b>	<b>\$ 25,400.00</b>
<b>MIN GUARANTEE (30%)</b>	<b>\$ 7,620.00</b>

I certify that this estimate is based on the contractual value for labor, materials and equipment to perform this work with the Contractor and Owner for the Utilities Constructed.




**RECEIVED**  
**AUG 22 2017**  
 BY: *ceb*

# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

2431182

The "PRINCIPAL" (Name and address of Principal)

Fairhope Paving Company

The "SURETY" (Name and Principal Place of Business)

Old Republic Surety Company

Wisconsin Stock Insurance Company

The "CITY"

City of Fairhope, Alabama

Attn: Wayne Dyess

555 South Section Street

Fairhope, Alabama 36532

The "PENAL SUM" of this Bond: Eight Thousand and 0 /100 Dollars (\$ 8,000 ).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated July 22, 2017

The "PROJECT": Pinewood Subdivision

1. WE, THE PRINCIPAL AND THE SURETY, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.
3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

RECEIVED  
SEP 13 2017

BY: SB

- (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

SIGNED AND SEALED this 23rd day of August, 2017.

ATTEST:

Walter Y. Dubois

PRINCIPAL:

Fairhope Paving Company

By Kevin G. Burn

owner  
Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By Charles E. Guntharp, Jr.

Charles E. Guntharp, Jr.  
Name

960 Downtowner Blvd., Mobile, AL 36609  
Address

SURETY:

Old Republic Surety Company

By Charles E. Guntharp, Jr.

Charles E. Guntharp, Jr. Attorney-In-Fact  
Name and Title

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

**WHEREAS**, the Owners of Phase 3 of Greenbrier at Firethorne desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2612-F, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

**WHEREAS**, the Public Works Director has indicated that the improvements meet City requirements, and;

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Phase 3 of Greenbrier at Firethorne are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Firethorne Development, LLC (the "Subdivider").

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

Adopted this 26th day of March, 2018

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

Attest:

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

SLIDE 0002612-F

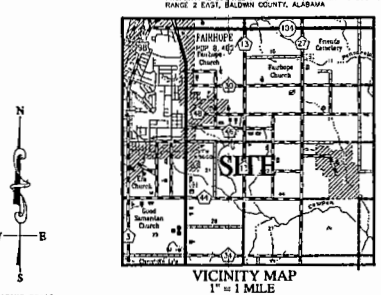
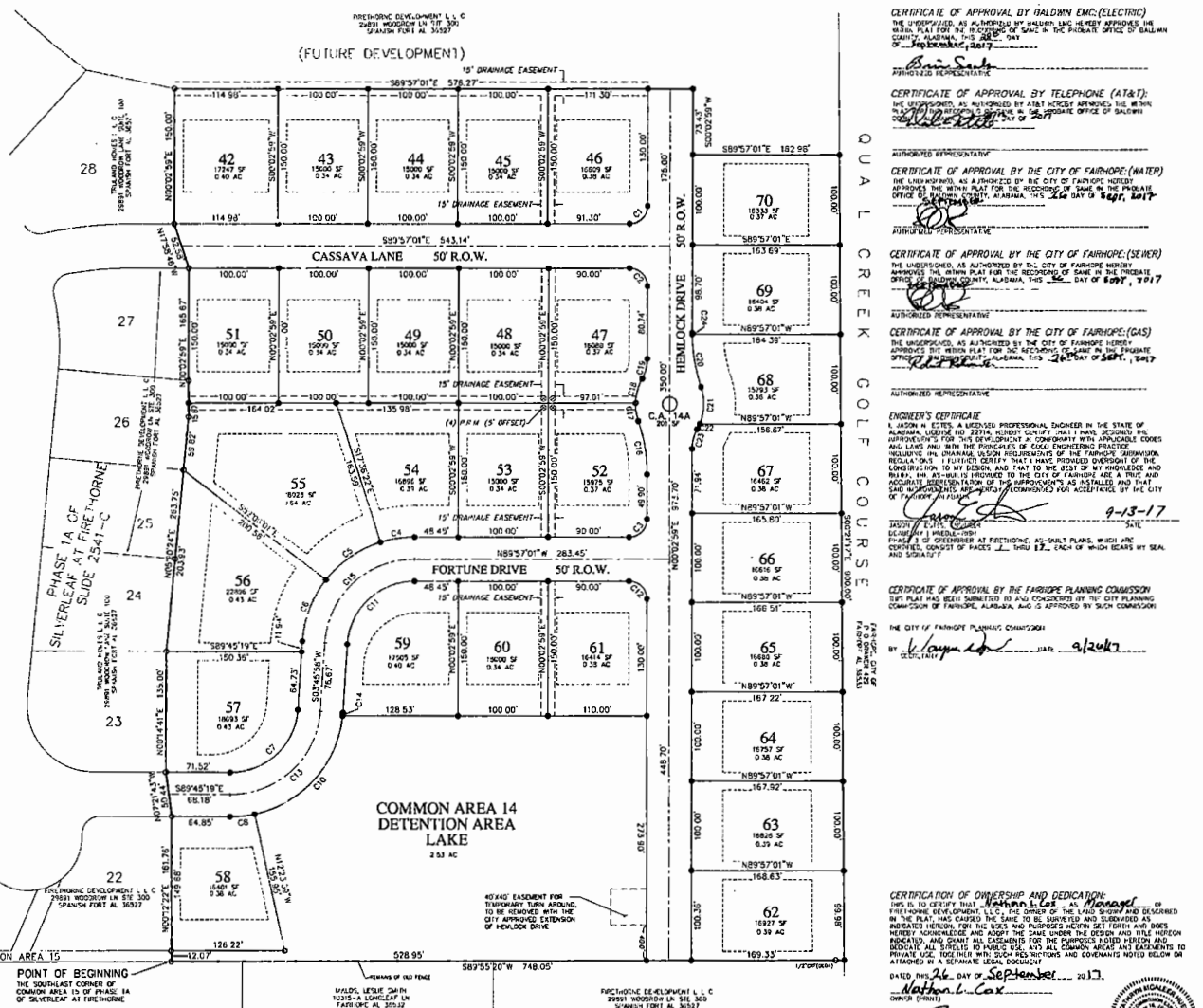
SURVEYOR/ENGINEER: DEWBERRY | PREBLE-RISH 8249 BELLATION AVE. FAIRHOPE, AL 36526

Table with 3 columns: STATION, BACKSIGHT AND LENGTH, FORESIGHT BEARINGS AND LENGTH. Contains survey data for various points.

SITE DATA: CURRENT ZONING: PUD. LIN. FT. STREETS: 2,247 FT. NUMBER OF LOTS: 29. SMALLEST LOT: 10,000 SF.

REQUIRED SETBACKS: FRONT: 35 FEET. REAR: 35 FEET. SIDE: 10 FEET. STREET SIDE: 20 FEET.

UTILITY PROVIDERS: WATER: CITY OF FAIRHOPE. SEWER: CITY OF FAIRHOPE. GAS: CITY OF FAIRHOPE.



CERTIFICATE OF APPROVAL BY BALDWIN EMC (ELECTRIC) THE UNDERSIGNED, AS AUTHORIZED BY FIRST NOTICE APPROVED... CERTIFICATE OF APPROVAL BY TELEPHONE (A&T) THE UNDERSIGNED, AS AUTHORIZED BY FIRST NOTICE APPROVED... CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER) APPROVES THE WITHIN PLAN FOR THE RECORDS OF SAID...



SURVEYOR'S CERTIFICATE: STATE OF ALABAMA. COUNTY OF BALDWIN. I, THE UNDERSIGNED ENGINEER AND LAND SURVEYOR OF SAID COUNTY, HAVE EXAMINED THE RECORDS...

MORTGAGE'S ACCEPTANCE: I, [Name], as [Title], of the County of Baldwin, Alabama, do hereby accept...

CERTIFICATION BY NOTARY PUBLIC: STATE OF ALABAMA. I, [Name], Notary Public in and for the County of Baldwin...

CERTIFICATION OF OWNERSHIP AND DEDICATION: I, [Name], of the County of Baldwin, Alabama, do hereby certify that...

PHASE 3 OF GREENBRIER AT FIRETHORNE FINAL PLAT SEPTEMBER 13, 2017 - SHEET 1 OF 1

Table with columns: DESIGN, D.E.D., SURVEYOR, A.E.F., CHKD., D.E.D. Lists project details and signatures.



MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between FIRETHORNE DEVELOPMENT, LLC. (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

**Recitals:**

WHEREAS, the Subdivider is the developer of PHASE 3 OF GREENBRIER AT FIRETHORNE (the "Subdivision"), which Subdivision is recorded as Instrument Number 1658372 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
  
2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.
  
3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 128,161.95. In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

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4. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

FIRETHORNE DEVELOPMENT, LLC.

By: \_\_\_\_\_

Name: Nathan L. Cox

As Its: Manager

Date: 07-25-17

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_

\_\_\_\_\_  
As Its Mayor

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

ATTEST:

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

**EXHIBIT "A"**  
**The Improvements**

The improvements include the infrastructure within the right-of-way to be accepted by the City of Fairhope as part of PHASE 3 OF GREENBRIER AT FIRETHORNE (Roadway, drainage, water, and sewer).

## Nancy Milford

---

**From:** Wayne Dyess  
**Sent:** Tuesday, August 01, 2017 1:03 PM  
**To:** Nancy Milford  
**Subject:** RE: Firethorne at Greenbrier Phase 3- dilemma on signatures of the agreements

I think this is outside of our scope in determining authenticity of signatures.

---

**From:** Nancy Milford  
**Sent:** Tuesday, August 1, 2017 12:19 PM  
**To:** Wayne Dyess <wayne.dyess@fairhopeal.gov>  
**Subject:** Firethorne at Greenbrier Phase 3- dilemma on signatures of the agreements

Hi Wayne,

Just gave Grant Rish copies of the Subdivision and Maintenance Agreements because they were not executed. He took them away and then returned them less than 15 or 20 minutes later with a signature which does not appear to be Nathan Cox's signature, based on previous documents signed. I am sure this was done in the effort of minimizing time and efficiency, but can we accept this?

Would these be legal documents without being signed by the owner? Could this be solved by Nathan Sending an email stating that he has given Grant permission to sign for him. Just need some help here.

Thanks.

Nancy

# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER  
21BCSHH5405

The **"PRINCIPAL"** *(Name and address of Principal)*  
Cunningham DeLaney Construction, LLC  
12940 Underwood Road  
Summerdale, AL 36580

The **"SURETY"** *(Name and Principal Place of Business)*  
HARTFORD FIRE INSURANCE COMPANY  
Hartford Plaza  
Hartford, CT 06115

The **"CITY"**                      City of Fairhope, Alabama  
  Attn: Jonathan Smith  
  555 South Section Street  
  Fairhope, Alabama 36532

The **"PENAL SUM"** of this Bond: One Hundred Twenty Eight  
Thousand One Hundred Sixty One and 95 /100 Dollars  
(\$128,161.95 ).

Name and date of the **"MAINTENANCE AGREEMENT"**: Maintenance and Guaranty  
Agreement dated July 20, 2017

The **"PROJECT"**: Phase 3 Greenbrier at Firethorne Subdivision

1. **WE, THE PRINCIPAL AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Maintenance Agreement, which is incorporated herein by reference. If the Principal performs the Maintenance Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Principal fails to perform any term or condition or other obligation of the Maintenance Agreement, the City, acting through any agent of the City, shall have the right to give the Principal and the Surety, at their addresses stated above, a written Notice to Default.

RECEIVED  
JUL 25 2017  
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3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
  - (a) Immediately take charge of the work required of the Principal by the Maintenance Agreement (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Maintenance Agreement, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
  
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Maintenance Agreement. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Principal under the Maintenance Agreement. The presence or possibility of a claim by the Surety against the Principal shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
  
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Principal's responsibilities under the Maintenance Agreement, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.

6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

SIGNED AND SEALED this 20th day of July, 2017.

ATTEST:

  
\_\_\_\_\_

PRINCIPAL:

Cunningham DeLaney Construction, LLC

By  \_\_\_\_\_

Blair Gibson, Project Manager  
Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By  \_\_\_\_\_

J. William Goodloe, III

Name  
P. O. Box 160927  
Mobile, AL 36616  
Address

SURETY:

HARTFORD FIRE INSURANCE COMPANY

By  \_\_\_\_\_

J. William Goodloe, III, Attorney-in-fact  
Name and Title







# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 21-250403

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited**

Joanna L. Brinson, Elise C. Buschmann, W.E. Cadden, Roland G. Fry, Jr., J William Goodloe III, Nina Jacobs, Gaylord C. Lyon, Jr., O.M. Otts, IV, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Wesley W. Cowling*

Wesley W. Cowling, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT

} ss. Hartford

COUNTY OF HARTFORD

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public  
My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 20, 2017.  
Signed and sealed at the City of Hartford:



*Gary W. Stumper*

Gary W. Stumper, Vice President



**Dewberry**

PREBLE-RISH

Dewberry Engineers Inc.  
9949 Bellaton Avenue  
Daphne, AL 36526

251.990.9950  
251.990.9910 fax  
www.dewberry.com

July 20, 2017

Mr. Wayne Dyess  
City of Fairhope  
161 North Section Street  
Fairhope, AL 36532

**Re: PHASE 3 OF GREENBRIER AT FIRETHORNE**  
*SCHEDULE OF VALUES*

Dear Mr. Dyess:

I certify that to the best of my knowledge that the schedule of values for **PHASE 3 OF GREENBRIER AT FIRETHORNE** maintenance bond for are correct.

Jason Estes, PE  
Associate  
Project Manager



**RECEIVED**  
JUL 25 2017

BY: .....



**Dewberry**



PREBLE-RISH

Dewberry Engineers Inc.
9949 Bellaton Avenue
Daphne, AL 36526

251.990.9950
251.990.9910 fax
www.dewberry.com

PHASE 3 OF GREENBRIER AT FIRETHORNE
ENGINEER'S MAINTENANCE BOND ESTIMATE

Table with 6 columns: ITEM NO., DESCRIPTION, QTY., UNIT, UNIT PRICE, AMOUNT. Rows include categories like GRADING & DRAINAGE, ROADWAYS, and WATER SYSTEM with various items and their associated costs.

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JUL 25 2017

BY: EB



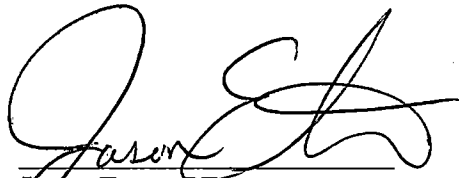


PREBLE-RISH

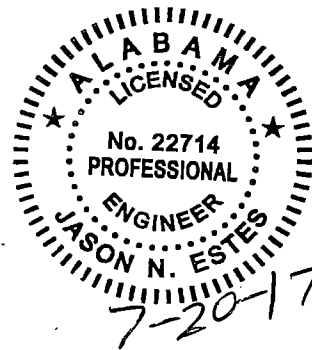
Dewberry Engineers Inc.  
9949 Bellaton Avenue  
Daphne, AL 36526

251.990.9950  
251.990.9910 fax  
www.dewberry.com

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>SEWER SYSTEM</b>					
500	8" PVC GRAVITY SEWER 0' - 4' CUT	100	LF	15.50	1,550.00
501	8" PVC GRAVITY SEWER 4' - 6' CUT	203	LF	16.00	3,248.00
502	8" PVC GRAVITY SEWER 6' - 8' CUT	247	LF	17.00	4,199.00
503	8" PVC GRAVITY SEWER 8' - 10' CUT	686	LF	20.00	13,720.00
504	8" PVC GRAVITY SEWER 10' - 12' CUT	729	LF	24.00	17,496.00
505	PRECAST CONCRETE MANHOLE 4' - 6'	2	EA	2,750.00	5,500.00
506	PRECAST CONCRETE MANHOLE 6' - 8'	1	EA	3,075.00	3,075.00
507	PRECAST CONCRETE MANHOLE 8' - 10'	1	EA	3,855.00	3,855.00
508	PRECAST CONCRETE MANHOLE 10' - 12'	4	EA	4,100.00	16,400.00
509	SEWER LATERAL	30	EA	535.00	16,050.00
510	3" PVC SEWER FORCE MAIN	120	LF	6.40	768.00
511	3" PVC CAP	1	EA	125.00	125.00
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>85,986.00</b>
<b>TOTALS:</b>					<b>427,206.50</b>
<b>2 YR. MAINTENANCE BOND, 30% OF TOTAL:</b>					<b>128,161.95</b>

  
 Jason Estes, PE  
 Associate  
 Project Manager

STAMP



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

**WHEREAS**, the City of Fairhope is desirous to partner with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama to operate an Entrepreneurial Development Center in space provided by and in conjunction with BBVA Compass Bank; and

**WHEREAS**, the Foundation will hire a full-time director for the Center that will oversee the operation of growing technology-based companies and jobs in Fairhope. This Center will focus on a strategic programmatic approach to building entrepreneurial companies and creating a start-up culture in the City of Fairhope. The "Technology Village" concept and method that the Center will utilize is designed to have a locally operated and funded entrepreneurial center that has the full resources and support of the University of Alabama. In coordination with the Baldwin Community and Economic Foundation; The University of Alabama will provide training, research and faculty resources to the Entrepreneurial Development Center and start-up companies within the Center. The Center will have an Advisory Board of successful entrepreneurs, small business partners and a representative nominated by the Mayor of Fairhope and a representative nominated by the Fairhope City Council. This Advisory Board will aid the Foundation and Center Director and serve as a resource to all start-up companies in the Center. The Entrepreneurial Development Center will catalyze technology-based job creation and will enhance the entrepreneurial culture in Fairhope.

**WHEREAS**, there is funding available for said project through grants from AMEA totaling \$20,000.00: the AMEA Special Projects Grant, \$5,000.00; the AMEA Community Support Projects Grant, \$5,000.00; and the AMEA Community Development Grant, \$10,000.00; and

**WHEREAS**, the AMEA grants do not require a match, but does require a letter requesting the grants with an outline of the purpose and intended community/economic development project, program and/or initiative.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope authorizes Mayor Wilson to submit a letter to the AMEA requesting the three grants totaling \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama in space provided by and in conjunction with BBVA Compass Bank.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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

Attest:

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



**BALDWIN  
COUNTY**

ECONOMIC  
DEVELOPMENT  
ALLIANCE

P.O. BOX 1340 ROBERTSDALE, AL 36567  
www.baldwineda.com

February 16, 2018

MAR 8 '18 AM 11:55

City of Fairhope  
Ms. Lisa A Hanks, MMC  
City Clerk  
Post Office Drawer 429  
Fairhope, Alabama 36533

RE: AMEA Economic Development Funds

Lisa,

As the City of Fairhope's primary economic development partner and representative, we want to thank you for your dedicated support of economic development and the Baldwin Community and Economic Development Foundation.

With the approval from the Fairhope City Council, I am respectfully requesting a grant in the amount of \$20,000 for fiscal year 2017-2018 to assist the Baldwin Community and Economic Development Foundation in economic development within the City of Fairhope as well as the creation of "HATCH", a downtown business resource hub for tech entrepreneurs.

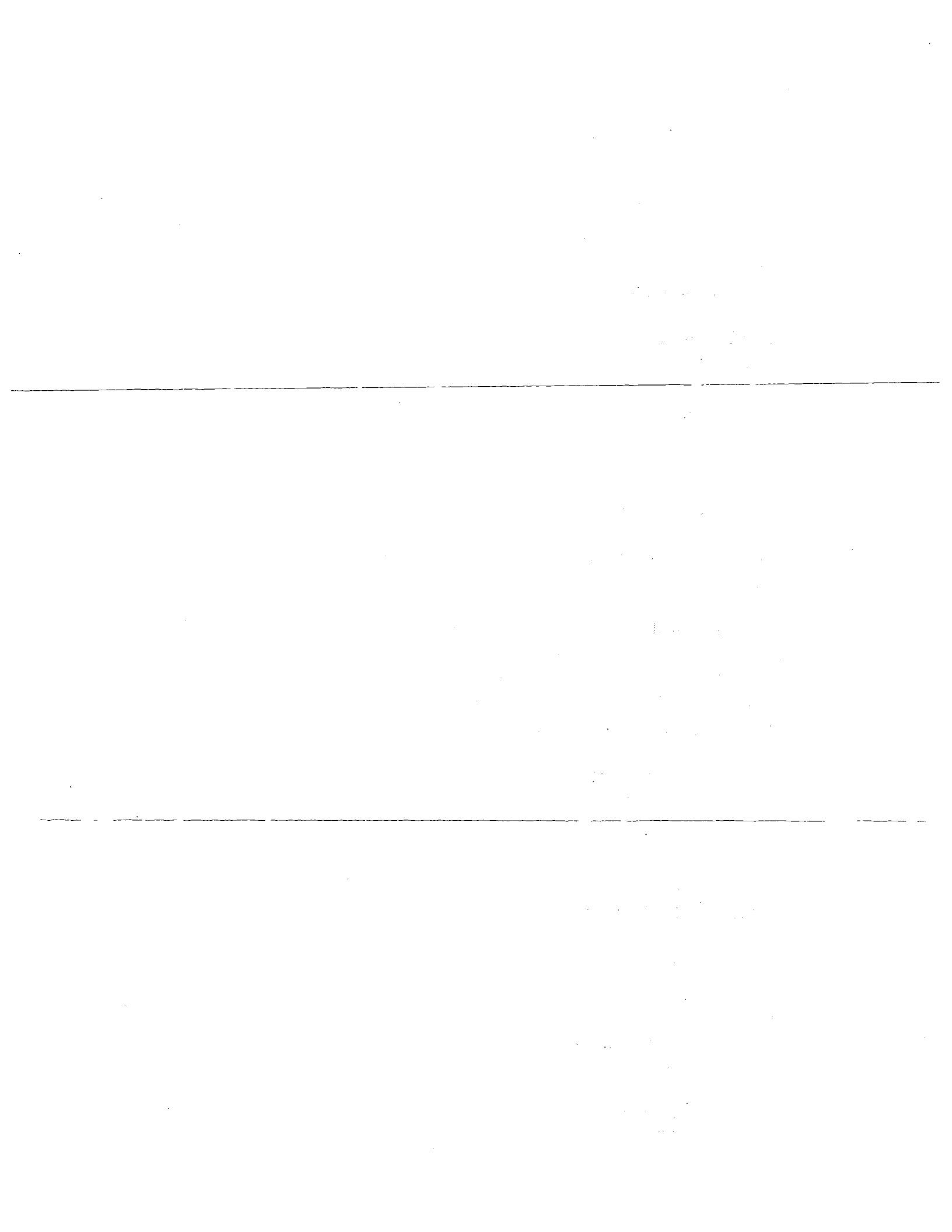
I appreciate your support and partnership and look forward to all that is on the horizon for the City of Fairhope.

Sincerely,

Lee Lawson  
President & CEO

cc Mayor Karin Wilson  
Councilman Jack Burrell  
Lisa Miller, AMEA

22251 Palmer Street | P.O. Box 1340 | Robertsdale, AL 36567  
251-970-4081 | Fax: 251-970-4084 | email: kglover@baldwineda.com





March 27, 2018

Ms. Lisa Miller  
Manager of Communications and Marketing  
AMEA  
80 TechnaCenter Drive, Suite 200  
Montgomery, AL 36117

Re: AMEA Special Projects Grant, AMEA Community Support Projects Grant, and  
AMEA Community Development Grant – 2018

Dear Ms. Miller:

The City of Fairhope is desirous to partner with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama to operate an Entrepreneurial Development Center in space provided by and in conjunction with BBVA Compass Bank.

The Foundation will hire a full-time director for the Center that will oversee the operation of growing technology-based companies and jobs in Fairhope. This Center will focus on a strategic programmatic approach to building entrepreneurial companies and creating a start-up culture in the City of Fairhope. The "Technology Village" concept and method that the Center will utilize is designed to have a locally operated and funded entrepreneurial center that has the full resources and support of the University of Alabama. In coordination with the Baldwin Community and Economic Foundation; The University of Alabama will provide training, research and faculty resources to the Entrepreneurial Development Center and start-up companies within the Center. The Center will have an Advisory Board of successful entrepreneurs, small business partners and a representative nominated by the Mayor of Fairhope and a representative nominated by the Fairhope City Council. This Advisory Board will aid the Foundation and Center Director and serve as a resource to all start-up companies in the Center. The Entrepreneurial Development Center will catalyze technology-based job creation and will enhance the entrepreneurial culture in Fairhope.

The City is requesting the following grants, totaling \$20,000.00, to help with this venture for the Entrepreneurial Development Center: the AMEA Special Projects Grant, \$5,000.00; the AMEA Community Support Projects Grant, \$5,000.00; and the AMEA Community Development Grant, \$10,000.00.

If you have any questions or require further information, feel free to contact Lisa A. Hanks, City Clerk, at (251) 990-0208 or via email at [lisa.hanks@fairhopeal.gov](mailto:lisa.hanks@fairhopeal.gov).

Sincerely,

Karin Wilson, Mayor

## Lisa A. Hanks, MMC

---

**From:** Lee Lawson <l Lawson@baldwineda.com>  
**Sent:** Monday, March 12, 2018 2:31 PM  
**To:** Lisa A. Hanks, MMC  
**Subject:** Re: AMEA Grants

Resolution looks good. Thank you Lisa. Will it be on the agenda the week of the 26th?

Thanks,  
Lee  
Lee Lawson  
O: 251-970-4083  
C: 251-604-3053

[www.baldwineda.com](http://www.baldwineda.com)

[www.southalabamamegasite.com](http://www.southalabamamegasite.com)



**BALDWIN COUNTY** | ECONOMIC  
DEVELOPMENT  
ALLIANCE

On Mar 12, 2018, at 1:27 PM, Lisa A. Hanks, MMC <[lisa.hanks@cofairhope.com](mailto:lisa.hanks@cofairhope.com)> wrote:

Jack asked me to send the attached resolution for you to review and see if there is any tweaking or will it remain the same for this year?

Thanks,

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533  
251-928-2136  
251-990-0107 (Fax)

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**From:** Lisa A. Hanks, MMC  
**Sent:** Monday, March 12, 2018 10:11 AM  
**To:** Jack Burrell <[jack.burrell@cofairhope.com](mailto:jack.burrell@cofairhope.com)>  
**Subject:** AMEA Grants

Attached is the Resolution we adopted last year. Does it need tweaking or is it the same for this year?

Thanks,

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533  
251-928-2136  
251-990-0107 (Fax)

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<AMEA Grants -Entrepreneurial Development Center - 03-26-18.pdf>

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

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER commits to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

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

The CITY COUNCIL approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

The FACILITY MANAGER, in his or her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

ADOPTED THIS 26TH DAY OF MARCH, 2018

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

ATTEST:

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

## Appendix H

### Documentation of Title VI Authorization

#### **RESOLUTION NO. 2354-15**

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER commits to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

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

The CITY COUNCIL approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

ADOPTED THIS 27TH DAY OF APRIL, 2015

---

Timothy M. Kant, Mayor

ATTEST:

---

Lisa A. Hanks, MMC  
City Clerk

**CITY OF FAIRHOPE/  
JAMES P. NIX CENTER**

**TITLE VI PROGRAM**

April 27, 2015  
Revised - March 26, 2018

1 BAYOU DRIVE  
FAIRHOPE, AL 36532  
251-928-2835  
[WWW.COFAIRHOPE.COM](http://WWW.COFAIRHOPE.COM)

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## **I. Policy Statement**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER ensures compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, Part 21, and related statutes and regulations to the end that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d) including the denial of meaning access for Limited English Proficient (LEP) persons.

The purpose of this plan is to assist the CITY OF FAIRHOPE/JAMES P. NIX CENTER in its administration and management of Title VI related activities. The CITY OF FAIRHOPE/JAMES P. NIX CENTER’s Title VI Coordinator is JIM BATES, FACILITY MANAGER. He can be contacted at 251-928-2835 and/or [jim.bates@fairhopeal.gov](mailto:jim.bates@fairhopeal.gov).

## **II. Notice to the Public**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has developed a Title VI Notice to provide information to the public regarding the CITY OF FAIRHOPE/JAMES P. NIX CENTER’s Title VI obligations and to inform the public of the protections against discrimination afforded to them by Title VI. The notice also includes contact information to file a discrimination complaint with the CITY OF FAIRHOPE/JAMES P. NIX CENTER as well as information to file a complaint directly with the Federal Transit Administration (FTA).

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has posted the Title VI Notice on the agency’s website and in public areas of the agency’s offices including the receptionist area and in City Hall. The notice is also posted in all transit vehicles. This notice will be translated into languages other than English as needed. A copy of the notice is included as Appendix A.

## **III. Complaint Procedures and Form**

A Title VI complaint may be filed by any individual or individuals who allege that he or she has been subjected to discrimination or adverse impact under any FTA funded program or activity based on race, color, or national origin. The CITY OF FAIRHOPE/JAMES P. NIX CENTER has adopted Title VI complaint procedures for investigating and tracking complaints. A formal, signed, written Title VI complaint form must be filed within 180 days of the date of the alleged act of discrimination. A copy of the complaint form is included in Appendix B. The complaint procedures and complaint form are also posted on the CITY OF FAIRHOPE/JAMES P. NIX CENTER’s website\*. Completed forms should be submitted to:



**JIM BATES**  
FACILITY MANAGER  
CITY OF FAIRHOPE/JAMES P. NIX CENTER  
1 BAYOU DRIVE  
FAIRHOPE, AL 36532  
251-928-2835  
251-990-0207 FAX  
jim.bates@fairhopeal.gov

Once the complaint is received, the CITY OF FAIRHOPE/JAMES P. NIX CENTER will review it to determine who has jurisdiction. The complainant will receive an acknowledgement letter informing her/him whether the complaint will be investigated by the CITY OF FAIRHOPE/JAMES P. NIX CENTER's office. The CITY OF FAIRHOPE/JAMES P. NIX CENTER will only process complaint forms that are complete.

In a situation where the complainant is unable or incapable of providing a written complaint, a verbal complaint of discrimination may be made to the CITY OF FAIRHOPE/JAMES P. NIX CENTER. Under these circumstances, the complainant will be interviewed and the CITY OF FAIRHOPE/JAMES P. NIX CENTER will assist the complainant in converting the verbal allegations to a formal written complaint.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has 15 business days to investigate the complaint. If more information is needed to resolve the case, the CITY OF FAIRHOPE/JAMES P. NIX CENTER may contact the complainant. The complainant has 15 business days from the date of this letter to send requested information to the investigator assigned to the case. If the investigator is not contacted by the complainant or does not receive the additional information within 15 business days, the CITY OF FAIRHOPE/JAMES P. NIX CENTER can administratively close the case. A case can also be administratively closed if the complainant no longer wishes to pursue the case.

After the investigator reviews the complaint, she/he will issue one of two letters to the complainant: a closure letter or a letter of finding (LOF). A closure letter summarizes the allegations and states that there was not a Title VI violation and that the case will be closed. An LOF summarizes the allegations and the interviews regarding the alleged incident and explains whether any disciplinary action, additional training of the accused staff member, or other action will occur. If the complainant wishes to appeal the decision, she/he has 15 days after the date of the closure letter or the LOF to do so.

If the complainant is not satisfied with actions taken locally or if they demand further action, the complaint will be referred to Mr. Wiley Brooks, Alabama Department of Transportation, Bureau of Local Transportation, 1100 John Overton Drive, Montgomery, Alabama 36110.

A person may also file a complaint directly with the Federal Transit Administration at FTA Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20590.

\*If information is needed in another language, complainant can contact 251-928-2835.

#### **IV. Transit-Related Investigations, Complaints, and Lawsuits**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER shall maintain a log of Title VI complaints received. The log shall include the date the complaint was filed, a summary of the allegations, the status of the complaint, and actions taken in response to the complaint. Any transit related Title VI active investigations and lawsuits shall also be included in this log. This log shall be included in the Title VI Program that is submitted to ALDOT every three years.

There have been no Title VI transit-related investigations, complaints, or lawsuits received by the CITY OF FAIRHOPE/JAMES P. NIX CENTER. A copy of the Title VI Transit Investigations, Complaints, and Lawsuits Form that will be used if a complaint or lawsuit is filed can be found in Appendix C.

#### **V. Public Participation Plan**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER is committed to providing early and continuous opportunities for public participation in the transportation decision making process. These opportunities are open to everyone including minority, low-income, and the Limited English Proficiency (LEP) populations. The Public Participation Plan provides for an open exchange of information and ideas between the public and transportation decision makers. The CITY OF FAIRHOPE/JAMES P. NIX CENTER's public participation program is ongoing and reviewed regularly in order to identify, meet, and serve the community's needs.

In an effort to more fully integrate the opinions of minority, low-income, and LEP populations into community outreach activities, the CITY OF FAIRHOPE/JAMES P. NIX CENTER's public participation program will:

- Continue to coordinate with community-based organizations to identify and implement strategies to reach out to members in the affected minority, low-income, and LEP communities.
- Reduce barriers to public participation from these segments of the population.
- Ensure that the decision making process adequately considers the issues and concerns raised by minority, low-income, and LEP populations.
- Make public information available in electronically accessible formats.
- Utilize interactive and collaborative online technologies, such as social networking and video sharing.
- Develop signs, fliers, or other materials to mail or distribute to the general public and to post in libraries, community centers, etc.

- Consider non-traditional media outlets such as local neighborhood publications or internet outlets such as YouTube, Twitter, or Facebook.

To date, the CITY OF FAIRHOPE/JAMES P. NIX CENTER has participated in the following public outreach and involvement activities:

- Meeting notifications have been published in newspapers that service minorities.
- CITY OF FAIRHOPE/JAMES P. NIX CENTER staff members have attended local meetings to identify community needs and to participate as a stakeholder agency.
- Public notices have been posted on the city website, in the receptionist area and on the bus.
- Vehicles are labeled with City of Fairhope seal to notify public of city transit services.

## **VI. Limited English Proficient Plan**

The Four Factor Analysis is used to identify Limited English Proficient (LEP) persons who need language assistance, outline how language assistance is provided, and describe how the CITY OF FAIRHOPE/JAMES P. NIX CENTER considers the needs of LEP persons. This assessment balances the following four factors:

- A. The number or proportion of LEP persons eligible to be served or likely to be encountered by the CITY OF FAIRHOPE/JAMES P. NIX CENTER's program. In addition to the number or proportion of LEP persons served, the analysis identified:
  1. How LEP persons interact with the CITY OF FAIRHOPE/JAMES P. NIX CENTER;
  2. Where LEP communities are located and the number or proportion of LEP persons from each language group to determine the appropriate language services for each language group;
  3. The literacy skills of LEP populations in their native languages in order to determine whether document translation will be an effective practice; and
  4. Whether or not LEP persons are underserved by the CITY OF FAIRHOPE/JAMES P. NIX CENTER due to language barriers.
- B. The frequency with which LEP persons come into contact with the program. The following areas were evaluated:
  1. Bus users;

2. Receptionist interactions;
  3. Bus Drivers; and
  4. Staff Survey.
- C. The nature and importance of the CITY OF FAIRHOPE/JAMES P. NIX CENTER's program to people's lives.
- D. The resources available for LEP outreach and the costs associated with that outreach.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has developed a Limited English Proficiency Plan which is located in Appendix D. It includes:

- Results of the Four Factor Analysis, including a description of the LEP population(s) served;
- A description of how language assistance services will be provided;
- The methods used by the CITY OF FAIRHOPE/JAMES P. NIX CENTER to provide language assistance services;
- A description of how employees are trained to provide timely and reasonable language assistance to LEP populations;
- A description of how notice is provided to LEP persons about the availability of language assistance; and
- An explanation of how the plan is monitored, evaluated, and updated.

#### SAFE HARBOR PROVISION

The CITY OF FAIRHOPE/JAMES P. NIX CENTER does not have any language group that exceeds the Safe Harbor Threshold of 1,000 persons or 5.0%, whichever is less, of the total population.

#### **VII. Minority Representation on Planning and Advisory Bodies**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will not deny a person the opportunity to participate as a member of a planning, advisory, or similar body which is an integral part of the program on the grounds of race, color, or national origin.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER does not have transit-related non-elected planning boards, advisory councils or committees, or similar committees that are selected by the CITY OF FAIRHOPE/JAMES P. NIX CENTER. If the CITY OF FAIRHOPE/JAMES P. NIX CENTER establishes such boards or committees, a table will be used to depict the racial breakdown of the membership of those committees and will

be included in future Title VI programs (See Appendix E for a sample table). In addition, a description of efforts made to encourage the participation of minorities on such committees will be included.

### **VIII. Guidance on Determining Site or Location of Facilities**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has no construction projects scheduled. In the event that the CITY OF FAIRHOPE/JAMES P. NIX CENTER decides to acquire land and/or construct facilities, the CITY OF FAIRHOPE/JAMES P. NIX CENTER shall not make selections with the purpose or effect of excluding persons from, denying them the benefits of, or subjecting them to discrimination under any transit federally funded program based on the grounds of race, color, or national origin. The CITY OF FAIRHOPE/JAMES P. NIX CENTER shall comply with all federal requirements including 49 CFR Part 21 and FTA Circular 4702.1B and all subsequent provisions.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will complete a Title VI equity analysis during the planning state of any new facility with regard to where it is to be located or sited to ensure the location is selected without regard to race, color, or national origin. Wherever necessary, needed, and/or required, the CITY OF FAIRHOPE/JAMES P. NIX CENTER will engage in outreach to persons potentially impacted by the placement of facilities. The Title VI equity analysis will compare the equity impacts of various alternatives and will occur before the selection of preferred sites. A copy of the Title VI Construction Project Analysis can be found in Appendix F.

### **IX. Additional Title VI Information**

Additional Title VI information is included in Appendix G.

### **X. Board Meeting Resolution of Approved Title VI Program**

The CITY OF FAIRHOPE City Council approved the Title VI program on <DATE>. A copy of the authorizing resolution is included as Appendix H.

## Appendix A

Title VI Notice to the Public

### **TITLE VI NOTICE OF PROTECTION AGAINST DISCRIMINATION**

CITY OF FAIRHOPE/JAMES P. NIX CENTER operates its programs without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the CITY OF FAIRHOPE/JAMES P. NIX CENTER.

For more information on the civil rights program and the procedures to file a complaint, contact:

**CITY OF FAIRHOPE/JAMES P. NIX CENTER  
1 BAYOU DRIVE  
FAIRHOPE, AL 36532  
251-928-2835  
[www.cofairhope.com](http://www.cofairhope.com)**

A complaint may be filed directly with the Federal Transit Administration by contacting:

**Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5<sup>th</sup> Floor-TCR  
1200 New Jersey Ave., SE  
Washington DC 20590**

If information is needed in another language, then contact  
251-928-2835.

# Appendix B

## Title VI Complaint Form

<b>Section I</b>		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
<b>Section II</b>		
Are you filing this complaint on your own behalf? Circle	Yes	No
If you answered "yes" to this question, go to <b>Section III</b> .		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you have filed for a third party: _____		
Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.	Yes	No
<b>Section III</b>		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If more space is needed, please use the back of this form.		
_____		
_____		
_____		
_____		
_____		
_____		
_____		

<b>Section IV</b>		
Have you previously filed a Title VI complaint with this agency? Circle	Yes	No
<b>Section V</b>		
Have you filed this complaint with any other Federal, State, or local agency, or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, check all that apply: <input type="checkbox"/> Federal Agency: _____ <input type="checkbox"/> Federal Court _____ <input type="checkbox"/> State Agency _____ <input type="checkbox"/> State Court _____ <input type="checkbox"/> Local Agency _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title:		
Agency:		
Address:		
Telephone:		
<b>Section VI</b>		
Name of agency complaint is against:		
Contact person:		
Title:		
Telephone number:		

Attach any written materials or other information that you think is relevant to your complaint.  
Signature and date required below

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please submit this form in person at the address below, or mail this form to:

JIM BATES  
CITY OF FAIRHOPE/JAMES P. NIX CENTER  
1 BAYOU DRIVE FAIRHOPE, AL 36532



# Appendix C

List of Transit-Related Investigations, Complaints, and Lawsuits

	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, or national origin)	Status Pending or Closed	Action(s) Taken
<b>Investigations</b>				
1.				
2.				
<b>Complaints</b>				
1.				
2.				
<b>Lawsuits</b>				
1.				
2.				

## Appendix D

### Demographics

**State of Alabama**  
**Language Spoken At Home per County**  
**Speak English less than "very well"**  
**Based on Census 2010 Data and**  
**2007-2011 American Community Survey**

Area Name	Population 5 Years and Older	# Population Speak English Less Than Very Well	% Population Speak English Less Than Very Well	# Speak	% Speak	# Speak	% Speak	# Speak	% Speak	# Speak	% Speak	# Speak	% Speak
				Spanish or	Spanish or	Other	Other	Asian-	Asian-	Other	Other		
				Spanish/ Creole	Spanish/ Creole	Indo European	Indo European	Pacific Island	Pacific Island	Other	Other		
				Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well	Speak English Less Than Very Well
State of Alabama	4,443,763	105,317	2.40%	78,394	1.80%	7,446	0.20%	17,119	0.40%	2,358	0.10%		
County													
Autauga	50,376	543	1.10%	333	0.70%	49	0.10%	144	0.30%	17	0.00%		
Baldwin	168,414	4,100	2.40%	2,963	1.80%	445	0.30%	639	0.40%	53	0.00%		
Barbour	25,877	519	0.20%	397	1.50%	26	0.10%	96	0.40%	-	0.00%		
Bibb	21,439	172	0.80%	123	0.60%	-	0.00%	49	0.20%	-	0.00%		
Blount	53,539	2,243	4.20%	2,143	4.00%	77	0.10%	23	0.00%	-	0.00%		
Bullock	10,206	321	3.10%	321	3.10%	-	0.00%	-	0.00%	-	0.00%		
Butler	19,512	111	0.60%	51	0.30%	19	0.10%	41	0.20%	-	0.00%		
Calhoun	110,409	1,902	1.70%	1,516	1.40%	162	0.10%	200	0.20%	24	0.00%		
Chambers	32,366	209	0.60%	138	0.40%	22	0.10%	49	0.20%	-	0.00%		
Cherokee	24,515	67	0.30%	26	0.1%	-	0.00%	23	0.10%	18	0.10%		
Chilton	40,445	1,436	3.60%	1,358	3.40%	16	0.00%	56	0.10%	6	0.00%		
Choctaw	13,178	10	0.10%	10	0.00	-	0.00%	-	0.00%	-	0.00%		
Clarke	24,522	59	0.20%	24	0.10%	-	0.00%	35	0.10%	-	0.00%		
Clay	13,211	255	1.90%	244	1.80%	11	0.10%	-	0.00%	-	0.00%		
Cleburne	13,942	159	1.10%	159	1.10%	-	0.00%	-	0.00%	-	0.00%		
Coffee	45,929	1,403	3.10%	1,051	2.30%	59	0.10%	293	0.60%	-	0.00%		
Colbert	51,382	640	1.20%	561	1.10%	24	0.00%	55	0.10%	-	0.00%		
Conecuh	12,488	51	0.40%	51	0.40%	-	0.00%	-	0.00%	-	0.00%		
Coosa	10,753	57	0.50%	37	0.30%	20	0.20%	-	0.00%	-	0.00%		
Covington	35,464	418	1.20%	279	0.80%	20	0.10%	119	0.30%	-	0.00%		
Crenshaw	13,085	214	1.60%	108	0.80%	-	0.00%	106	0.80%	-	0.00%		
Cullman	75,324	1,721	2.30%	1,441	1.90%	84	0.10%	193	0.30%	3	0.00%		
Dale	46,237	1,066	2.30%	751	1.60%	51	0.10%	233	0.50%	31	0.10%		
Dallas	40,663	218	0.50%	108	0.30%	94	0.20%	13	0.00%	3	0.00%		
DeKalb	65,522	4,260	6.50%	4,193	6.40%	8	0.00%	4	0.00%	55	0.10%		
Elmore	73,825	1,210	1.60%	897	1.20%	146	0.20%	167	0.20%	-	0.00%		

TITLE VI PROGRAM  
CITY OF FAIRHOPE/JAMES P. NIX CENTER  
March 26,2018

Escambia	35,700	178	0.50%	131	0.40%	34	0.10%	13	0.00%	-	0.00%
Etowah	97,968	1,553	1.60%	1,102	1.10%	120	0.10%	240	0.20%	91	0.10%
Fayette	16,414	87	0.50%	44	0.30%	19	0.10%	24	0.10%	-	0.00%
Franklin	29,352	2,336	8.00%	2,314	7.90%	22	0.10%	-	0.00%	-	0.00%
Geneva	25,078	395	1.60%	369	1.50%	-	0.00%	26	0.10%	-	0.00%
Greene	8,623	7	0.10%	7	0.10%	-	0.00%	-	0.00%	-	0.00%
Hale	15,035	58	0.40%	13	0.10%	5	0.00%	20	0.10%	20	0.10%
Henry	16,304	244	1.50%	81	0.50%	104	0.60%	59	0.40%	-	0.00%
Houston	93,681	1,304	1.40%	890	1.00%	129	0.10%	250	0.30%	35	0.00%
Jackson	50,342	469	0.90%	430	0.90%	-	0.00%	37	0.10%	2	0.00%
Jefferson	613,744	16,987	2.80%	13,300	2.20%	1,040	0.20%	2,079	0.30%	568	0.10%
Lamar	13,776	38	0.30%	35	0.30%	-	0.00%	3	0.02%	-	0.00%
Lauderdale	87,144	1,093	1.30%	816	0.90%	35	0.00%	214	0.20%	28	0.00%
Lawrence	32,127	140	0.40%	137	0.40%	-	0.00%	3	0.00%	-	0.00%
Lee	129,482	4,013	3.10%	1,972	1.50%	406	0.30%	1,524	1.20%	111	0.10%
Limestone	75,692	2,110	2.80%	1,818	2.40%	160	0.20%	132	0.20%	-	0.00%
Lowndes	10,825	49	0.50%	35	0.30%	14	0.10%	-	0.00%	-	0.00%
Macon	20,379	121	0.60%	105	0.50%	13	0.10%	3	0.00%	-	0.00%
Madison	308,736	8,169	2.60%	4,984	1.60%	1,013	0.30%	2,049	0.70%	123	0.00%
Marengo	19,821	40	0.20%	25	0.10%	15	0.10%	-	0.00%	-	0.00%
Marion	28,954	439	1.50%	414	1.40%	20	0.10%	5	0.00%	-	0.00%
Marshall	85,278	6,413	7.50%	5,892	6.90%	107	0.10%	241	0.30%	173	0.20%
Mobile	382,340	8,167	2.10%	3,811	0.10%	999	0.30%	2,908	0.80%	449	0.10%
Monroe	21,752	181	0.80%	153	0.70%	7	0.00%	21	0.10%	-	0.00%
Montgomery	213,095	6,125	2.90%	3,616	1.70%	451	0.20%	1,738	0.80%	320	0.20%
Morgan	110,957	4,869	4.40%	4,463	4.00%	122	0.10%	284	0.30%	-	0.00%
Perry	9,914	105	1.10%	90	0.90%	5	0.10%	10	0.10%	-	0.00%
Pickens	18,564	212	1.10%	201	1.10%	11	0.10%	-	0.00%	-	0.00%
Pike	30,616	672	2.20%	269	0.90%	44	0.10%	359	1.20%	-	0.00%
Randolph	21,500	436	2.00%	403	1.90%	33	0.20%	-	0.00%	-	0.00%
Russell	48,754	424	0.90%	321	0.70%	72	0.10%	31	0.10%	-	0.00%
St. Clair	76,816	972	1.30%	625	0.80%	61	0.10%	286	0.40%	-	0.00%
Shelby	178,619	6,441	3.60%	5,044	2.80%	462	0.30%	892	0.50%	43	0.00%
Sumter	12,946	49	0.40%	8	0.10%	32	0.20%	-	0.00%	9	0.10%
Talladega	77,297	812	1.10%	670	0.90%	20	0.00%	86	0.10%	36	0.00%
Tallapoosa	39,160	590	1.50%	510	1.30%	70	0.20%	10	0.00%	-	0.00%
Tuscaloosa	180,060	4,925	2.70%	3,373	1.90%	428	0.20%	988	0.50%	136	0.10%
Walker	63,292	550	0.90%	489	0.80%	16	0.00%	45	0.10%	-	0.00%
Washington	16,522	58	0.40%	57	0.30%	-	0.00%	1	0.00%	-	0.00%
Wilcox	11,158	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%
Winston	23,323	122	0.50%	94	0.40%	24	0.10%	-	0.00%	4	0.00%

## LIMITED ENGLISH PROFICIENCY (LEP) INTERACTIONS STAFF SURVEY

Individuals with Limited English Proficiency do not speak English as their primary language, have a limited ability to read, speak, write, or understand English or are native English speakers with low levels of literacy.

1) In the past six months have you encountered a Limited English Proficiency (LEP) person in your work activities?

2) What language have you encountered in the past six months?

3) How many times have you encountered a LEP person speaking (language selected in Question 2) in the past six months?

4) What type of work activity were you involved in when you encountered this language?

Choose all that apply

- ◆ Outreach/Public Meeting
- ◆ E-mail
- ◆ Phone Call
- ◆ Other, please specify

5) Have you encountered additional languages in the past six months?

# LIMITED ENGLISH PROFICIENCY (LEP) PLAN

1 BAYOU DRIVE  
FAIRHOPE, AL 36532  
251-928-2835  
[www.cofairhope.com](http://www.cofairhope.com)

## **Introduction**

This Limited English Proficiency Plan (LEP) has been prepared to address the CITY OF FAIRHOPE/JAMES P. NIX CENTER's responsibilities as a recipient of federal financial assistance as they relate to the needs of individuals with limited English skills. This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq. and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or national origin.

## **Plan Summary**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access transit services provided by the CITY OF FAIRHOPE/JAMES P. NIX CENTER. As defined in Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how the CITY OF FAIRHOPE/JAMES P. NIX CENTER identifies a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how LEP persons are notified that assistance is available.

In order to prepare this plan, the CITY OF FAIRHOPE/JAMES P. NIX CENTER undertook the U.S. DOT Four Factor Analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a CITY OF FAIRHOPE/JAMES P. NIX CENTER program, activity, or service.
2. The frequency with which LEP persons come into contact with the CITY OF FAIRHOPE/JAMES P. NIX CENTER's programs, activities, or services.
3. The nature and importance of programs, activities, or services provided by the CITY OF FAIRHOPE/JAMES P. NIX CENTER to the LEP population.
4. The resources available to the CITY OF FAIRHOPE/JAMES P. NIX CENTER and the overall cost to provide LEP assistance.

**Four Factor Analysis**

- 1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a CITY OF FAIRHOPE/JAMES P. NIX CENTER program, activity, or service.***

The CITY OF FAIRHOPE/JAMES P. NIX CENTER reviewed the 2010 U.S. Census Report and determined that the total population for BALDWIN COUNTY is 168,414 and 4,100 or 2.40% residents report speaking English less than very well. Those persons with limited English proficiency are in the following groups: 2,963 speak Spanish or Spanish/Creole, 445 speak Other Indo European languages, 639 speak Asian/Pacific Island languages and 53 speak other languages. The most popular language spoken at home other than English is Spanish. The CITY OF FAIRHOPE/JAMES P. NIX CENTER will likely encounter more Spanish speaking persons that benefit from the transit programs than any other LEP persons.

- 2. The frequency with which LEP persons come into contact with the CITY OF FAIRHOPE/JAMES P. NIX CENTER's programs, activities, or services.***

The CITY OF FAIRHOPE/JAMES P. NIX CENTER assessed the frequency with which staff and drivers have contact with LEP persons, both presently and in the past. The following contact points and frequencies have been identified:

CONTACT POINTS	FREQUENCY
Bus Drivers	Minimum
Bus Users	Minimum
Receptionist	Minimum
Staff	Minimum

- 3. The nature and importance of programs, activities, or services provided by the CITY OF FAIRHOPE/JAMES P. NIX CENTER to the LEP population.***

The James P. Nix Center services the transportation needs of the seniors in Baldwin County, focusing mainly on the City of Fairhope. Using the bus services allows for seniors to socialize and meet their basic transportation needs as well as build a sense of community among the senior population.

The largest geographic concentration of LEP individuals in the CITY OF FAIRHOPE/JAMES P. NIX CENTER's service area are Spanish speaking residents. These residents may be dependent upon our specialized transportation services. It is also likely that the CITY OF FAIRHOPE/JAMES P. NIX CENTER will encounter LEP individuals at community outreach events.

- 4. The resources available to the CITY OF FAIRHOPE/JAMES P. NIX CENTER and the overall cost to provide LEP assistance.***

The CITY OF FAIRHOPE/JAMES P. NIX CENTER assessed its resources and

determined that funds are available within the current budget for providing LEP assistance. The CITY OF FAIRHOPE/JAMES P. NIX CENTER also determined which documents would be most beneficial if translated into other languages. An inventory of available organizations with which the CITY OF FAIRHOPE/JAMES P. NIX CENTER could partner for outreach and translation efforts was also identified. In addition, volunteer community agencies and web based translation services were identified as ways to reduce the cost of translation services.

### **Limited English Proficiency (LEP) Plan Outline**

There are five areas that comprise the CITY OF FAIRHOPE/JAMES P. NIX CENTER's LEP PLAN:

1. Identifying LEP Individuals Requiring Language Assistance
2. Providing Language Assistance
3. Training Staff
4. Providing Notice to LEP Persons
5. Monitoring and Updating the LEP Plan

#### **1. Identifying LEP Individuals Requiring Language Assistance**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER identifies an LEP person who requires language assistance by:

- Assigning a staff person to greet participants as they arrive at CITY OF FAIRHOPE/JAMES P. NIX CENTER sponsored events. By engaging participants in conversation, it is possible to informally gauge each attendee's ability to speak and understand English.
- Regularly surveying drivers and other first line staff who have direct or indirect contact with LEP individuals.
- Providing Language Identification Flash Cards at public events.

#### **2. Providing Language Assistance**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER assists an LEP person who requires language assistance by:

- Networking with local human service organizations that provide service to LEP individuals and seeking opportunities to provide information on the CITY OF FAIRHOPE/JAMES P. NIX CENTER's programs and services through these organizations.
- Posting the CITY OF FAIRHOPE/JAMES P. NIX CENTER's Title VI Notice, Complaint Procedures and Complaint Form on the agency's website.



- Providing Language Identification Flash Cards onboard the CITY OF FAIRHOPE/JAMES P. NIX CENTER's vehicles and at the Administrative Office.
- Utilizing a web-based translation service application such as Google Translate.

### **3. Training Staff**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will train staff members on their role and responsibilities in providing meaningful access to services for LEP persons by:

- Developing a curriculum and corresponding PowerPoint to educate staff on the Title VI requirements for providing meaningful access to services for LEP persons.
- Providing staff with a description of language assistance services offered by the CITY OF FAIRHOPE/JAMES P. NIX CENTER.
- Providing staff with specific procedures to be followed when encountering an LEP person, including how to handle a potential Title VI / LEP complaint.
- Instructing staff on the use of Language Identification Flash Cards.

### **4. Providing Notice to LEP Persons**

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will provide notice to LEP persons in both oral and written communications by:

- Offering general information, such as operation hours, etc., on the CITY OF FAIRHOPE/JAMES P. NIX CENTER's customer service line and website in other languages, as needed.
- Providing the following written communications in both English and Spanish as needed:
  - Interior bus signage that displays safety or system policy information and
  - Title VI Notice, Complaint Procedures, and Complaint Form.

### **5. Monitoring and Updating the LEP Plan**

This plan is designed to be flexible and should be viewed as a work in progress. As such, it is important to consider whether new documents and services should be made accessible for LEP persons and to monitor changes in demographics and types of services.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will update the LEP Plan as required by the U.S. DOT. At a minimum, the plan will be reviewed and updated when data from the most recent U.S. Census is made available, when clear and higher concentrations of LEP individuals are present in the CITY OF FAIRHOPE/JAMES P. NIX CENTER's service area, and/or during the process of updating Title VI Program.

The CITY OF FAIRHOPE/JAMES P. NIX CENTER will monitor and update its LEP Plan by:

- Determining how the needs of LEP persons have been addressed.
- Determining the current LEP population in the service area and whether the need for translation services has changed.
- Determining whether local language assistance programs have been effective and sufficient to meet the need.
- Determining whether the CITY OF FAIRHOPE/JAMES P. NIX CENTER has fully complied with the goals of the LEP Plan.
- Determining whether the CITY OF FAIRHOPE/JAMES P. NIX CENTER's financial resources are sufficient to fund the needed language assistance efforts.
- Determining whether complaints have been received concerning the CITY OF FAIRHOPE/JAMES P. NIX CENTER's failure to meet the needs of LEP individuals.

### **Dissemination of the CITY OF FAIRHOPE/JAMES P. NIX CENTER's LEP Plan**

The LEP Plan will be disseminated to customers and the community by:

- Any person or agency may request a copy of the plan at no cost via telephone, fax, mail, or in person. LEP individuals may request that these plans be translated into various languages and if feasible, the CITY OF FAIRHOPE/JAMES P. NIX CENTER will accommodate such requests.

Questions or comments regarding the LEP Plan may be submitted to the CITY OF FAIRHOPE/JAMES P. NIX CENTER at the following address:

JIM BATES  
1 BAYOU DRIVE FAIRHOPE, AL 36532 251-928-2835  
[www.cofairhope.com](http://www.cofairhope.com)

## Appendix E

Table Depicting Minority Representation on Planning and Advisory Bodies

<b>Body</b>	<b>Caucasian</b>	<b>Latino</b>	<b>African American</b>	<b>Asian American</b>	<b>Native American</b>
<b>Population</b>					
<b>Name of Committee</b>					
<b>Name of Committee</b>					
<b>Name of Committee</b>					

# Appendix F

## Title VI Construction Project Analysis

Name of Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City/State/Zip Code: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

1. Describe the low-income and minority populations within the area affected by the construction project and the method used to identify these populations.

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2. Describe the adverse effects of the project both during and after construction that would affect the identified minority and low-income populations and minority-owned businesses.

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3. Provide a detailed list of all minority-owned businesses and households that will be affected by the construction project.

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4. Describe the potential negative environmental impact, such as noise, air, or water pollution.

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5. Describe the relocation program and/or other measures adopted by the subrecipient that will be used to mitigate any identified adverse social, economic, or environmental effect of the proposed construction project.

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6. For each of the identified low income or minority communities, discuss the positive effects such as an improvement in transit service, mobility, or accessibility.

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7. Describe all mitigation and environment enhancement actions incorporated into the project to address the adverse effects, including any special features of the relocation program that go beyond the requirements of the Uniform Relocation Act and address adverse community effects such as separation or cohesion issues, and replacement of community resources destroyed by the project.

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8. Describe the remaining effects, if any, and why further mitigation is not proposed.

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9. For projects that traverse predominantly minority and low-income and predominantly non-minority and non-low-income areas, provide a comparison of mitigation and environmental enhancement actions that affect predominantly low-income and minority areas with mitigation implemented in predominantly non-minority or non-low-income areas. If there is no basis for such a comparison, describe why that is so.

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## Appendix G

### Additional Title VI Information

All subrecipients must address each of the following:

1. Describe all pending applications for financial assistance currently provided by other Federal agencies to the applicant.  
(See Attached.)
2. Summarize all civil rights compliance reviews conducted by other local, state or federal agencies during the last three years. (Include the reason for review, name of agency performed the review, and report on the status of findings or recommendations.)

3. Is your agency considered a minority organization:  Yes  No

If yes, check the category(ies) that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Black American    | <input type="checkbox"/> Sub-Continent Asian-American |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian-Pacific American       |
| <input type="checkbox"/> Native American   | <input type="checkbox"/> Other                        |

4. Does your agency provide transportation services to minority communities?  
 Yes  No

If yes, check the category(ies) that apply.

- |  |   |
|--|---|
| <input type="checkbox"/> Black American    | <input type="checkbox"/> Sub-Continent Asian-American |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Asian-Pacific American       |
| <input type="checkbox"/> Native American   | <input checked="" type="checkbox"/> Other             |

5. Has your Title VI Coordinator/EEO Officer changed during the reporting period or since your last Title VI Plan was approved? If yes, please provide the name and contact information for the new coordinator/EEO Office.

NO

6. Has your organization had any projects and/or service changes that have Title VI, Limited English Proficiency (LEP), or Environmental Justice (EJ) impacts?

NO

If yes, please complete the following items:

- a. Provide a brief description of these projects/service changes.
- b. What did you do to ensure that populations affected by the project and/or service change had meaningful access to and involvement in the development process?
- c. What is the number of percentage of LEP or EJ populations affected by the project and/or service change?



## Appendix H

### Documentation of Title VI Authorization

#### RESOLUTION ADOPTING A TITLE VI PLAN

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER commits to assure that no person shall, on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

**NOW, THEREFORE**, be it resolved by the CITY OF FAIRHOPE City Council as follows:

The CITY COUNCIL approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

The FACILITY MANAGER, in his capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

Attest: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

GRANT NAME	FUNDING AGENCY	GRANT AMOUNT	MATCHING FUNDS	PROJECT DESCRIPTION	CURRENT STATUS	STAFF
306A Coastal Zone Management Program	Alabama Dept. of Conservation and Natural Resources (ADCNR)	\$20,000	\$20,000 in-kind contributions	Storm Drain Pollution Control Education/Outreach Project	Funded/In progress	Sherry-Lea Bloodworth Botop
Gulf of Mexico Alliance (GOMA)	US Dept of Commerce and NOAA	\$45,000	\$22,500 in-kind contributions	Phase 2- Stormwater Master Plan	Funded/In progress	Sherry-Lea Bloodworth Botop
Transportation Planning Grant (PL)	Baldwin County Metropolitan Planning Organization (MPO)	\$30,000	0	Downtown Traffic Calming and Wayfinding Project	Funded/Complete	Sherry-Lea Bloodworth Botop
Hazard Mitigation Grant Program (HMGP)	Alabama Emergency Management Agency (AEMA)	\$185,820	\$61,940 cash & in-kind contributions	Flood acquisition and demolition of 705 Cedar Avenue	Project Complete/Close-Out Underway	Erik Cortinas
FY14 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$400,000	\$233,850 cash	Multi-Use Path along US 98 and Highway 104	Funded/In progress	Richard Johnson
FY16 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$400,000	\$142,500 cash	Sidewalks- CR13- Manley Road to Sedgfield Drive	Funded/In progress	Richard Johnson
FY17 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$306,614	\$76,653 cash (does not include Engineering Design Cost)	Sidewalks- CR44 from Founders Drive to CR13 and Manley Road	Funded/In progress	Richard Johnson

FY18 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$640,000	\$160,000 cash	Sidewalks- South Section Street and Battles Road	Application Stage	Richard Johnson/Sherry-Lea Bloodworth Botop
Recreational Trails Program (RTP)	Alabama Department of Economic and Community Affairs (ADECA)	\$399,970	\$99,993 cash	North Beach Park Recreational Trail	Application Submitted	Richard Johnson/Sherry-Lea Bloodworth Botop
Not A Grant - RESTORE Act Direct Component	Office of Gulf Coast Restoration, US Department of Treasury	\$650,000	\$0	Fairhope Area Community Based Comprehensive Land Use Plan	In Progress	Wayne Dyess/Sherry-Lea Bloodworth Botop
Not A Grant - RESTORE Act Direct Component	Office of Gulf Coast Restoration, US Department of Treasury	\$6,200,000	\$0	Fairhope Municipal Pier and South Beach Park Improvements	In Progress	Sherry-Lea Bloodworth Botop
RESTORE Act State Expenditure Plan (SEP)	Alabama Gulf Coast Restore Act Council (AGCRC)	\$1,000,000	\$0	Eastern Shore Sanitary Sewer Overflows Prevention Plan	In Progress	Richard Peterson
RESTORE Act State Expenditure Plan (SEP)	Alabama Gulf Coast Restore Act Council (AGCRC)	\$10,000,000	\$0	Fairhope Sewer Upgrades Phase I	In Progress	Richard Peterson
Clean Vessel Act	ADEM	\$6,431	\$2,143	Pump Out Grant	Awarded	Richard Peterson
Resilient and Clean Marina Technical Assistance Grant	EPA	In-Kind Assistance			In progress	Sherry-Lea Bloodworth Botop/Drew Craze/Lynn Maser

Nature Tourism Technical Assistance Grant	EPA	In-Kind Assistance			In Progress	Sherry-Lea Bloodworth Botop

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

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

[1] That the City of approves the selection of O'Donnell & Associates, Inc. to perform Professional Consulting Services for Groundwater Level Monitoring at Three (3) City Wellfields for the Water Department (RFQ No. PS016-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$6,000.00; and to execute the associated contract.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

MAR 19 '18 AM 9:50

Issuing Date: 3/14/2018

Please return this Routing Sheet to Treasurer by: ASAP *[Signature]*

**Project Name:** Request to Approve Professional Consultant for RFQ PS016-18 Groundwater Level Monitoring at Wellfields

**Project Location:** City's 3 Wellfields

Presented to City Council: 3/26/2018      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:

**Cost:** \$6,000.00 (Not to Exceed) (One Year Contract)

**Providers:** O'Donnell & Associates, Inc.

**Project Engineer:** n/a

Order Date: n/a      Lead Time: n/a

Department Funding This Project							
General	Gas	Electric	Water XXX	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:** 004010-50290      **Revenue Code:** \_\_\_\_\_  
**Acct Name:** Professional Services

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

**Project Financed By:**  
**Grant:** \_\_\_\_\_ Federal - not to exceed amount  
                           \_\_\_\_\_ State  
                           \_\_\_\_\_ City

Project Budgeted: n/a

(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

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>3/14/18</u>	Received Date: <u>3/19/18</u>	Received Date: <u>3/19/18</u>
Request Approved Date: <u>3/14/18</u>	Approved Date: <u>3/19/18</u>	Approved Date: <u>3/19/18</u>
Signatures: <i>[Signature]</i> Michael V. Hinson CPA	<i>[Signature]</i> Jill Cabiniss, MBA	<i>[Signature]</i> Mayor Karin Wilson

Contact Person: Richard Peterson, Director of Operations



MEMO

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

Date: March 14, 2018

Re: Mayor approval and City Council authorization for contract with consultant for RFQ No. PS016-18 Groundwater Level Monitoring at Wellfields

The Water Department needs to hire a professional consulting firm for RFQ No. PS016-18 Groundwater Level Monitoring at Wellfields. Per the City's 'Procedure for Procuring Professional Services for Projects Over \$100K', and per the Mayor's instructions, an RFQ for the project was issued to O'Donnell & Associates, Inc. Based on the evaluation by Richard Peterson, Director of Operations, we are recommending O'Donnell & Associates, Inc., of Mobile, AL.

The procedure calls for us to route the recommendation through you, to the Mayor; and, if she approves, to the City Council to authorize the Mayor to sign the one-year contract with a not-to-exceed fee of SIX THOUSAND DOLLARS (\$6,000.00).

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 O'Donnell & Associates Inc. as the Professional Consultant for RFQ No. PS016-18, Groundwater Level Monitoring at Wellfields and authorize the Mayor to sign a one-year contract with a not to exceed amount of \$6,000.00 with that firm.

[Mayor, please initial and date your selection]

APPROVE [Signature] 3/19/18

DISAPPROVE

Cc: file, R Peterson

**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.

<b>CLASSIFICATION</b>	<b>BILLING RATE</b>
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.

<b>ITEM</b>	<b>DAILY RATE</b>
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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department (RFQ No. PS037-17) with a not-to-exceed amount of \$39,000.00.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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

Attest:

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

## City of Fairhope Project Funding Request

Issuing Date: 3/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Request to Approve Professional Engineering Firm for RFQ PS037-17 Survey-Engineer Design Services for Sidewalks TAP Grant TA17(937)

Project Location: Sidewalks between Hwy98 & CR13

Presented to City Council: 3/26/2018      Approved           Changed           Rejected       

Project Cash Requirement Submitted for Approval:

Cost: \$39,000.00 (Not to Exceed) (One Year Contract)

Providers: Volkert, Inc.

Project Engineer: Volkert

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 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40

Expense Code: 103-55877  
~~001350-51420~~  
 Acct Name: Sidewalks      Revenue Code: \_\_\_\_\_

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

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

Project Budgeted: n/a

(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

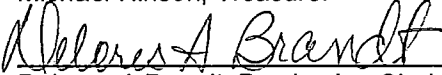
<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>3/14/18</u>	Received Date: <u>3/19/18</u>	Received Date: <u>3/19/18</u>
Request Approved Date: <u>3/16/18</u>	Approved Date: <u>3/19/18</u>	Approved Date: <u>3/19/18</u>
Signatures: <u>Michael V. Finson</u> Michael V. Finson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Karin Wilson</u> Mayor Karin Wilson

Contact Person: Richard Johnson, Public Works Director



## MEMO

Karin Wilson  
*Mayor*

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

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

Date: March 14, 2018

Lisa A. Hanks, MMC  
*City Clerk*  
Michael V. Hinson, CPA  
*City Treasurer*

Re: City Council to approve fee schedule and not-to-exceed for RFQ No. PS037-17, Survey--Engineer Design Services for New Sidewalks ALDOT TAP Grant No. TAPAA-TA17 (937)

The City needs to hire a professional engineering firm for **RFQ No. PS037-17 Survey--Engineer Design Services for New Sidewalks to Between US98 and CR13 ALDOT TAP Grant No. TAPAA-TA17 (937)**. Per our Procedure for Procuring Professional Services a short list was routed from our prequalified professional service providers list, through the City Treasurer, to the Mayor. The Mayor selected **Volkert Inc**, of Mobile, Alabama, to receive an RFQ (Request for Qualifications) for the project. The RFQ was issued, the response received and evaluated, and approved by the Mayor for presentation to City Council to select the firm and authorize the Mayor to negotiate the fee for the associated contract. The Design Engineering for this project is not covered by the grant and will be a cost to the City. The construction cost estimate is \$342,202.00 The negotiated not-to-exceed amount for this contract is **THIRTY-NINE THOUSAND DOLLARS (\$39,000.00)**.

**Please place on the next available City Council Agenda this request for City Council to approve the not-to-exceed amount of \$39,000.00, and authorize the Mayor to sign the contract with Volkert, Inc, for. RFQ No. PS037-17 Survey--Engineer Design Services for New Sidewalks to Between US98 and CR13 ALDOT TAP Grant No. TAPAA-TA17 (937)**

Cc: file

## **SCOPE OF WORK**

Generally the scope of services includes engineering, survey, construction administration, and construction observation for a 6' wide sidewalk along CR-44 from Boothe Road to CR-13 and a 5' wide sidewalk along Manley Road from U.S. Hwy 98 to Pemberton Loop. These improvements will be funded through the Transportation Alternatives Program of the Alabama Department of Transportation. The improvements include approximately 0.83 miles of sidewalk and approximately 100 linear feet of boardwalk (see attached map). More specifically the work includes:

## **FIELD SURVEYS**

Develop field surveys along the proposed project corridor to include the following:

- Cross Sections, Topographic, Utility, survey along CR-44 from Boothe Road to CR-13, and along Manley Rd from US Hwy 98 to Pemberton Loop. (Approximately 0.83 miles).

**Field Surveys Lump Sum Fee: \$11,000.00**

## **ENGINEERING**

The engineer hereby agrees to provide professional engineering design services for the 0.83 +/- miles of pedestrian paths as follows:

- Perform a site visit with the survey noting restrictions, site distance, and general characteristics of the site
- Develop preliminary set of construction plans with preliminary cost estimates of the roadway
- Coordinate with the City, Utility Providers, and ALDOT to review the preliminary design plans
- Meet with City and ALDOT to review the preliminary set of construction plans
- Identify any issues needed to address for final design and coordination
- Further develop preliminary plans into final construction plans including Title Sheet, quantity sheet, typical section, general notes, intersection details at 1"=20', plan and profile, pavement marking plan, cross sections, traffic control details, and any other as needed.
- Meet with the City and ALDOT for review
- Develop quantities and cost estimates
- Submit final construction plans to City and ALDOT for review
- Develop contract documents and specifications as required by the City and ALDOT
- Attend all pre-bid and pre-construction conferences
- Assist City with project letting.

**Engineering Lump Sum Fee: \$21,000.00**

## **GEOTECHNICAL INVESTIGATIONS**

- Geotechnical Investigations required to assist in design of the bridge foundation (specifically two (2) 35' CPT borings, classification, moisture testing, and recommendations) This service to be provided by GeoCon Engineering & Materials Testing, Inc.

**Geotechnical Lump Sum Fee: \$3,000.00**

## **ENVIRONMENTAL**

### **WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION**

The wetland delineation will be done in accordance with the US Army Corps of Engineers' 1987 Wetland Delineation Manual and the Gulf Coastal Plain Regional Supplement. The scope of work is as follows:

- Review soil survey information.
- Review available aerial photography.
- Determine if hydric soil indicators are present.
- Determine if hydrophytic vegetation is present.
- Determine if hydrology is present.
- Flag wetland areas.
- Complete Corps of Engineers Wetland Data Forms.
- Locate wetlands using a handheld GPS unit.
- Request that the Corps of Engineers verify the wetland jurisdictional determination.

The wetland delineation is not valid until final approval has been provided by the U.S. Army Corps of Engineers. **The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers.**

### **NATIONAL ENVIRONMENTAL POLICY ACT DOCUMENTATION – PROGRAMATIC CATEGORICAL EXCLUSION**

The scope of work described below is based upon the requirements set forth in ALDOT's Instructions for the Preparation of National Environmental Policy Act Documentation for Programmatic Categorical Exclusions. It is anticipated that this project will fall under a Type I PCE. **Should ROW acquisition be required additional coordination with ALDOT's Environmental Technical Section will be required and a Type II PCE may be warranted.**

- Perform Agency Coordination and submit coordination letters
- Prepare PCE Type I form.

**Environmental Lump Sum Fee: \$4,000.00**

**Construction Observation and Inspection (80% Reimbursable):**

The engineer hereby agrees to provide professional services during construction of the project as follows:

1. Review contractor submittals.
2. Attend/conduct a pre-construction meeting.
3. Review laboratory, mill and shop test to assist in monitoring the quality of construction.
4. Consult, answer questions, and assist in resolving construction issues during construction.
5. Provide services of Resident Project Representative (RPR) for onsite inspection and engineering during construction.
6. Review monthly and final estimates for payment to contractors.
7. Make final inspection of the construction upon completion.

**Construction Observation Hourly Fee Estimate : \$41,065.00**

**Summary of Fees**

Please see attached man power and fee proposal for a detailed breakdown of the proposed man days and fee rates. Below is a summary of the fees for the scope of work defined above.

**Lump Sum**

Field Surveys	\$11,000.00	Lump Sum
Engineering Design	\$21,000.00	Lump Sum
Geotechnical Design (GeoCon)	\$3,000.00	Lump Sum
Environmental	\$4,000.00	Lump Sum
<b>Total Lump Sum Fees</b>	<b><u>\$39,000.00</u></b>	

**Hourly and Rate fees**

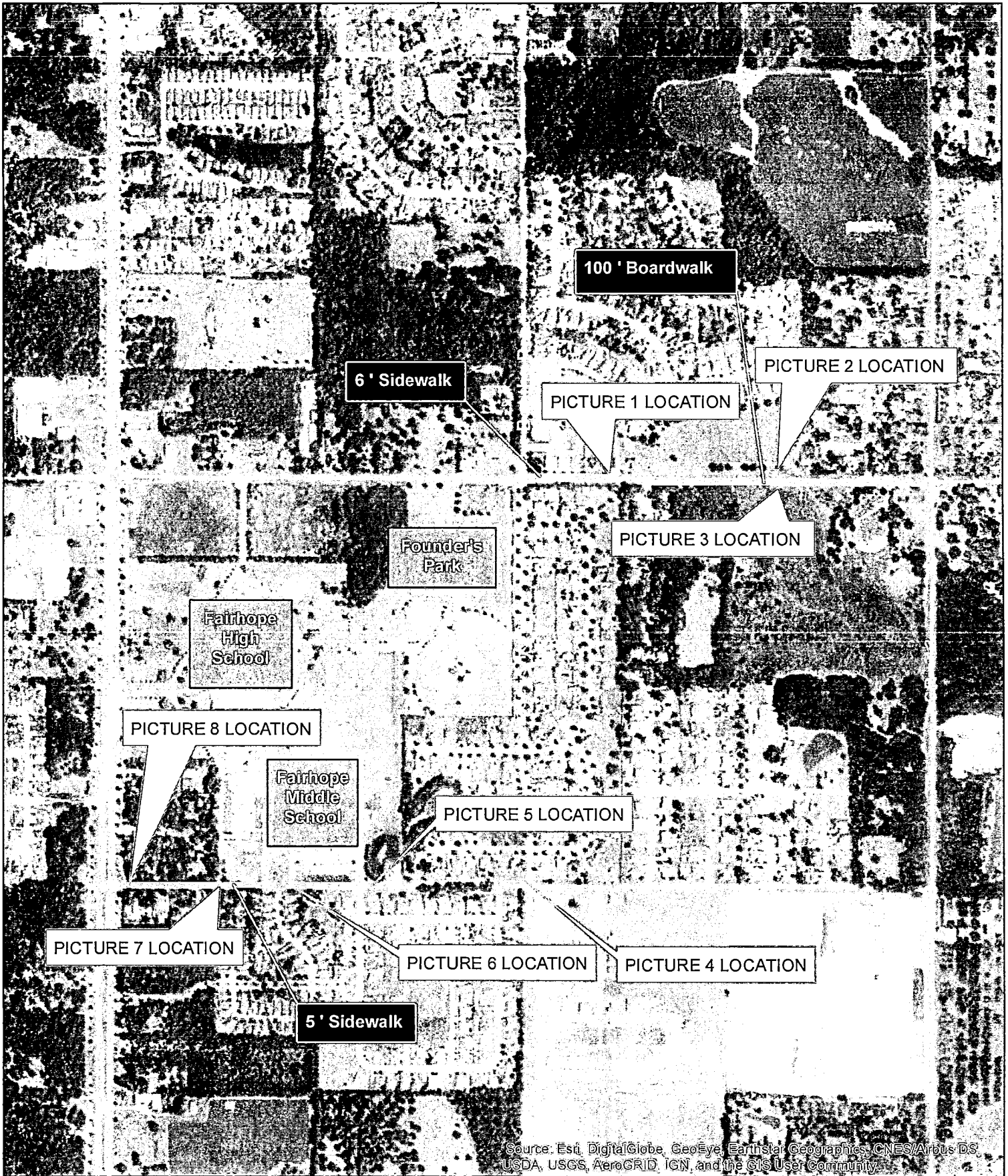
Construction Observation and Inspection	\$41,065.00	Hourly Rate
Not to exceed 12% of Actual Bid Amount		
<b>Total hourly and rate fees</b>	<b><u>\$41,065.00</u></b>	



**Grand Total Fees: \$80,065.00**

**SCHEDULE-** Work will be scheduled upon receipt of authorization and will continue until complete.

**FEE-** Fees will be billed monthly as work progresses on either a percent complete or on an hourly/rate basis as noted above.

It is expressly agreed upon and stipulated between the parties that this contract shall be deemed to have been made in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of Mobile, Alabama shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.



<p><b>Legend</b></p> <p> Sidewalk</p> <p>1 inch = 800 feet</p>	<p><b>City of Fairhope Multi-use Path</b></p> <p>Photograph Location Map</p> <p>Fairhope, Baldwin County, AL</p> <p>0    400    800    1,600    2,400    3,200    4,000</p> <p>Feet</p>	
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**PRELIMINARY ESTIMATE, FAIRHOPE SIDEWALKS - CR 44 FROM FOUNDERS DR TO CR 13 AND MANLY RD FROM CR 13 TO HWY 98 - CITY OF FAIRHOPE, ALABAMA**

Group	Item	Unit	Item Description	Quantity	Unit Price	Extended Price	Group Supplemental Number
1	201C000	LS	Clearing	1	\$10,000.00	\$10,000.00	CR 44 & Manly Rd Sidewalk
1	206D003	LF	Removing Curb and Gutter	21	\$11.99	\$252.00	CR 44 & Manly Rd Sidewalk
1	210A000	CUYD	Unclassified Excavation	1341	\$24.97	\$33,485.00	CR 44 & Manly Rd Sidewalk
1	214A000	CUYD	Structure Excavation	12	\$60.50	\$726.00	CR 44 & Manly Rd Sidewalk
1	214B000	CUYD	Foundation Backfill, Local	9	\$122.76	\$1,105.00	CR 44 & Manly Rd Sidewalk
1	517D000	LF	Sidewalk Handrail	200	\$35.64	\$7,128.00	CR 44 & Manly Rd Sidewalk
1	529A021	SQFT	Retaining Wall No. 1	320	\$55.00	\$17,600.00	CR 44 & Manly Rd Sidewalk
1	530A002	LF	24" Roadway Pipe (Class 3 R.C.)	104	\$61.25	\$6,370.00	CR 44 & Manly Rd Sidewalk
1	567A000	LF	Boardwalk (Including all timber, hardware, anchors, and paint)	100	\$275.00	\$27,500.00	CR 44 & Manly Rd Sidewalk
1	600A000	LS	Mobilization	1	\$23,875.00	\$23,875.00	CR 44 & Manly Rd Sidewalk
1	610D003	SQYD	Filter Blanket, Geotextile	359	\$4.62	\$1,659.00	CR 44 & Manly Rd Sidewalk
1	614A000	CUYD	Slope Paving	6	\$1,077.89	\$6,468.00	CR 44 & Manly Rd Sidewalk
1	618A000	SQYD	Concrete Sidewalk, 4" Thick	2405	\$44.33	\$106,614.00	CR 44 & Manly Rd Sidewalk
1	618A001	SQYD	Concrete Sidewalk, 6" Thick	50	\$71.50	\$3,575.00	CR 44 & Manly Rd Sidewalk
1	619A003	EACH	24" Roadway Pipe End Treatment, Class 1	4	\$1,502.05	\$6,009.00	CR 44 & Manly Rd Sidewalk
1	620A000	CUYD	Minor Structure Concrete	4	\$1,122.00	\$4,488.00	CR 44 & Manly Rd Sidewalk
1	650A000	CUYD	Topsoil	345	\$21.53	\$7,427.00	CR 44 & Manly Rd Sidewalk
1	654A003	SQYD	Solid Sodding-Centipede	2653	\$4.73	\$12,549.00	CR 44 & Manly Rd Sidewalk
1	665E000	SQYD	Polyethylene	180	\$2.75	\$495.00	CR 44 & Manly Rd Sidewalk
1	665F000	EACH	Hay Bales	21	\$11.22	\$236.00	CR 44 & Manly Rd Sidewalk
1	665J002	LF	Silt Fence	5415	\$4.73	\$25,613.00	CR 44 & Manly Rd Sidewalk
1	665O001	LF	Silt Fence Removal	5415	\$1.10	\$5,957.00	CR 44 & Manly Rd Sidewalk
1	665P005	EACH	Inlet Protection, Stage 3 Or 4	4	\$528.00	\$2,112.00	CR 44 & Manly Rd Sidewalk
1	665Q002	LF	Wattle	943	\$11.55	\$10,892.00	CR 44 & Manly Rd Sidewalk
1	680A001	LS	Geometric Controls	1	\$11,851.00	\$11,851.00	CR 44 & Manly Rd Sidewalk
1	703A002	SQFT	Traffic Control Markings, Class 2, Type A	724	\$7.26	\$5,257.00	CR 44 & Manly Rd Sidewalk
1	740B000	SQFT	Construction Signs	251	\$8.47	\$2,126.00	CR 44 & Manly Rd Sidewalk
1	740E000	EACH	Cones (36 Inches High)	42	\$13.20	\$555.00	CR 44 & Manly Rd Sidewalk
1	740M001	EACH	Ballast For Cone	42	\$6.60	\$278.00	CR 44 & Manly Rd Sidewalk

<b>PROJECT COST</b>	<b>\$ 342,202.00</b>
<b>CE&amp;I (12% OF PROJECT COST)</b>	<b>\$ 41,065.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$ 383,267.00</b>
	<b>X 80%</b>
<b>FEDERAL SHARE</b>	<b>\$ 306,614.00</b>
<b>*20% LOCAL SHARE</b>	<b>\$ 76,653.00</b>
<b>*LESS SURVEY, ENGINEERING, AND PERMITTING</b>	

**Breakdown of Cost**  
**TAPAA-TA17(937) SIDEWALKS BETWEEN US 98 AND CR13**  
**City of Fairhope**

Task	Fee	Percentage	Federal Portion	City Portion
Survey	\$11,000.00	3.21%	--	\$11,000.00
Civil	\$21,000.00	6.14%	--	\$21,000.00
Geotechnical	\$3,000.00	0.88%	--	\$3,000.00
Environmental	\$4,000.00	1.17%	--	\$4,000.00
Inspections (Env & Const)	\$41,065.00	12.00%	\$32,852.00	\$8,213.00

<b>Project Construction Cost</b>		\$342,202.00	\$273,761.60	\$68,440.40
<b>Totals</b>	<b>\$80,065.00</b>		<b>\$306,613.60</b>	<b>\$115,653.40</b>

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

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

[1] That the City of Fairhope has voted to purchase Ten (10) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department and the type of equipment 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:

Contract Number:

Mounted Radios

**Cost is \$24,935.50**

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

*JMH*

Issuing Date: 3/8/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Motorola Portable Radios (10); APX6000 7/800 mhz1.5

Project Location: IT - City-Wide

Presented to City Council: 3/26/2018      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:

Cost: \$24,935.50 (from Alabama State Contract)

Providers: Motorola Solutions, 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 Golf-50	Fire-20 XXX Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: Various-16030      Revenue Code: \_\_\_\_\_  
 Acct Name: Vehicles & Equipment

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

Project Financed By:  
 Grant: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Federal - not to exceed amount  
 State  
 City

Project Budgeted: \$25,998.00

(Over) Under budget amount: \$1,062.50

Bond: \_\_\_\_\_  
 Loan: \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_

Title \_\_\_\_\_ Year \_\_\_\_\_  
 Title \_\_\_\_\_ Year \_\_\_\_\_  
 Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council Prior Approval? Date? Approved in FY 2018 Budget

City Treasurer  
 Request Received Date: 3/8/18  
 Request Approved Date: 3/8/18  
 Signatures: *Michael V. Hinson*  
 Michael V. Hinson CPA

Finance Director  
 Received Date: 3/14/18  
 Approved Date: 3/14/18  
 Signatures: *Jill Cabiniss*  
 Jill Cabiniss, MBA

Mayor  
 Received Date: 3/13/18  
 Approved Date: 3/13/18  
 Signatures: *Karin Wilson*  
 Mayor Karin Wilson

Contact Person: Jeff Montgomery, IT Director



MEMO

To: Michael Hinson, Treasurer

Karin Wilson  
Mayor

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: March 8, 2018

Re: Council Approval -- Greensheet FY2018 budgeted request of over \$10,000 for Motorola Portable Emergency Radios and accessories for use by all departments

The I.T. Department requests approval to procure **TEN (10) of the Motorola APX6000 7/800 MHZ1.5 Portable radios** to be used by all departments during emergency/ disaster periods. This procurement is with MOTOROLA SOLUTIONS, INC. from the Alabama State Contract.

The delivered cost of the emergency radios and accessories will be **TWENTY-FOUR THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS AND FIFTY CENTS (\$24,935.50)**. This product is available for procurement from MOTOROLA SOLUTIONS, INC. of Schaumburg, IL.

Alabama State Contract                      \$24,935.50

**NOTE:**  
**See Attached Vendor Support Services Quote for details.**

**Please compose a greensheet and forward to City Council to approve this procurement of the TEN Emergency radios from Motorola Solutions, Inc. in the amount of \$24,935.50, from the Alabama State Contract.**

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



# MOTOROLA SOLUTIONS

Quote Number: QU0000405905  
 Effective: 12 JUN 2017  
 Effective To: 11 AUG 2017

**Bill-To:**

FAIRHOPE, CITY OF  
 107 N SECTION ST  
 FAIRHOPE, AL 36532  
 United States

**Ultimate Destination:**

FAIRHOPE, CITY OF  
 555 S SECTION ST  
 FAIRHOPE, AL 36532  
 United States

**Attention:**

Name: MR. JEFF MONTGOMERY  
 Phone: 251-XXX-XXXX

**Sales Contact:**

Name: Stephenie Shirley  
 Email: StephenieShirley@CESTeamone.com  
 Phone: 251-421-7271

Contract Number: ALABAMA STATE CONTRACT  
 Freight terms: FOB Destination  
 Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	10	H98UCD9PW5BN	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	\$2,705.00	\$2,164.00	\$21,640.00
2	10	NAR6595A	ANT 1/4 WAVE 7/800 STUBBY	\$29.00	\$21.75	\$217.50
3	10	PMMN4060B	PSM IP55 WITH 3.5MM JACK RX 24IN	\$180.40	\$135.30	\$1,353.00
4	600	SVC03SVC0105D	INFRASTRUCTURE PROGRAMMING	\$1.00	\$1.00	\$600.00
5	10	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$112.50	\$1,125.00

**Total Quote in USD**

**\$24,935.50**

QUOTE FOR THE POLICE DEPT.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

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

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

That the City of Fairhope has voted to purchase Security Equipment for the Recreation Department at the Fairhope Recreation Center and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51. The cost will be \$34,563.51.

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope

## Project Funding Request

MAR 19 '18 AM 9:50

Issuing Date: 3/14/2018Please return this Routing Sheet to Treasurer by: ASAPProject Name: Security System for Recreation CenterProject Location: Rec CenterPresented to City Council: 3/26/2018Approved  Changed  Rejected 

Project Cash Requirement Submitted for Approval:

Cost: \$34,563.51Providers: Security 101Project Engineer: n/aOrder Date: n/aLead 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 Golf-50	Fire-20 Golf Grounds-55	Rec-25 XXX	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40
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Expense Code: 001250-50470Acct Name: Purchases Equipment & Vehicles

Revenue Code: \_\_\_\_\_

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

Project Financed By:

Grant: \_\_\_\_\_

Federal - not to exceed amount

State

City

Project Budgeted: \$15,000.00(Over) Under budget amount: (\$19,563.51)

Bond: \_\_\_\_\_

Loan: \_\_\_\_\_

Capital Lease: \_\_\_\_\_

Title \_\_\_\_\_ Year \_\_\_\_\_

Title \_\_\_\_\_ Year \_\_\_\_\_

Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating fundsCity Council Prior Approval? Date? NoCity TreasurerFinance DirectorMayorRequest Received Date: 3/12/18Received Date: 3/14/18Received Date: 3/12/18Request Approved Date: 3/14/18Approved Date: 3/14/18Approved Date: 3/12/18

Signatures: Michael V. Hinson CPA

Signatures: Jill Cabiniss, MBA

Signatures: Mayor Karin Wilson

Contact Person: Jeff Montgomery, IT Director





## MEMO

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

Karin Wilson  
Mayor

Date: March 12, 2018

Re: Requesting City Council approve procuring over \$15,000 Security System for City Recreation Departments including Police Department for an amount 2X+ that budgeted for FY18

*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 City's I.T. Department needs to procure a Security System for the City's Recreation Center located on Greeno Road. The new security system is available at a cost of THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY-THREE DOLLARS AND FIFTY-ONE CENTS (\$34,563.51), which is a discounted price by \$5,603.18, from Security 101; (see attached Quote). The IT Director, Jeff Montgomery, stated that this procurement was to take place over TWO years, but that the whole system is now completely dead, and replacement of all the cameras is needed. This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in-part:

**Section 41-16-51**

***Contracts for which competitive bidding not required.***

*(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to: (emphasis added)*

*(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.*

**Please compose and have approved a greensheet for City Council to approve the procurement of this security system at a cost of \$34,563.51, from Security 101.**

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

## Dee Dee Brandt

---

**From:** Jeff Montgomery  
**Sent:** Monday, March 12, 2018 10:37 AM  
**To:** Dee Dee Brandt  
**Subject:** RE: Security for Rec Center

I was planning to do this project in 2 phases, one per year, but the whole system is now completely dead and I have to replace all cameras now.

Thank you,

Jeff Montgomery  
City of Fairhope  
Director of Information Technology

---

**From:** Dee Dee Brandt  
**Sent:** Monday, March 12, 2018 10:32 AM  
**To:** Jeff Montgomery <jeff.montgomery@fairhopeal.gov>  
**Cc:** Michael Hinson <michael.hinson@fairhopeal.gov>  
**Subject:** Security for Rec Center

The only item I see budgeted for this is security Cameras for Rec Ctr approve for \$15,000. Do you have something written that accounts for and okays this request amounting to double the budgeted amount?

Dee Dee Brandt  
Purchasing Clerk  
251 928-8003  
[deedeeb@cofairhope.com](mailto:deedeeb@cofairhope.com)

# City of Fairhope

Project Location  
**City of Fairhope**  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

**Fairhope Rec Center**  
Proposal No: 89159.0  
March 4, 2018

Prepared For  
**Mr. Jeff Montgomery**  
Director of IT



PO Box 6487  
Mobile, AL 36660  
AL - Alarm: 1090, LA - Alarm: F175

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Mobile  
PO Box 6487  
Phone: 251-471-4323  
Fax: 251-471-9711  
Website: [www.Security101.com](http://www.Security101.com)

March 4, 2018

Mr. Jeff Montgomery  
City of Fairhope  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

Re: Video System Proposal

Dear Mr. Montgomery:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

John Gibson  
Owner

[jgibson@security101.com](mailto:jgibson@security101.com)  
Phone: 251-295-2760



# Scope of Work

Proposal 89159.0 Fairhope Rec Center

## Video System

### IP Cameras

#### IP Camera #1: Activity Room(Optional Camera)

Camera to View: 1-5mp camera for general view

- IP Interior (1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant
- IP Camera License (1) GSC Omnicast Professional single camera connection software.
- Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
- Notes Customer to provide POE switch within 300ft of camera.

#### IP Camera #2: Admin Office Exit Door

Camera to View: Exit Door

- IP Interior (1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.
- IP Camera License (1) GSC Omnicast Professional single camera connection software.
- Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
- Notes Customer to provide POE switch within 300ft of camera.

#### IP Camera #3: Air Conditioner Camera

Camera to View: air conditioners

- IP Exterior (1) Compact and outdoor-ready HDTV camera for day and night surveillance, IP66-rated, varifocal 2.8-10 mm P-iris lens . Remote 3.5 x optical zoom and focus. Automatic IR cut filter. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p /2MP resolution at 30 fps.Video motion detection, active tampering alarm, corridor format and WDR – Dynamic Contrast. Built-in IR illumination covering up to 10 meters (33 feet), microSD/SDHC memory card slot for edge storage. Integrated bracket for easy mounting on wall and ceiling. Power over Ethernet. Operating conditions -10 °C to 50 °C (14 °F to 122 °F).
- IP Camera License (1) GSC Omnicast Professional single camera connection software.
- Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
- Notes Customer to provide POE switch within 300ft of camera.

#### IP Camera #4: Baby Nursery

Camera to View: room

- IP Interior (1) M3045V/2MP/VANDM/WDR/2.8M/HDMI
- IP Camera License (1) GSC Omnicast Professional single camera connection software.
- Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
- Notes Customer to provide POE switch within 300ft of camera.

#### IP Camera #5: Bike Room

Camera to View: Bike Room

- IP Interior (1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.



## Scope of Work (cont)

Proposal 89159.0 Fairhope Rec Center

IP Camera License (1) GSC Omnicast Professional single camera connection software.  
Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #6: Center Basketball Court

Camera to View: 1-5mp camera for general view of gym, 1 SW and SE Door Camera Also

IP Interior (1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant  
IP Camera License (3) GSC Omnicast Professional single camera connection software.  
Camera SSA (3) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Other (1) Materials: Misc Conduit for Gym view camera provided by Security 101  
Other (2) Additional Part: Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.  
Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #7: Lobby Camera

Camera to View: lobby

IP Interior (1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant  
IP Camera License (1) GSC Omnicast Professional single camera connection software.  
Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #8: Main Exercise Room

Camera to View: 1-5mp camera for general view

IP Interior (1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant  
IP Camera License (1) GSC Omnicast Professional single camera connection software.  
Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Notes Customer to provide POE switch connection at same location as NE hallway

### IP Camera #9: Meeting Room Exit Door

Camera to View: Exit Door

IP Interior (1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.  
IP Camera License (1) GSC Omnicast Professional single camera connection software.  
Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #10: NE Hallway, exercise room exit door

Camera to View: Hallway

IP Interior (1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.  
IP Camera License (1) GSC Omnicast Professional single camera connection software.

Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)  
Notes Customer to provide POE switch within 10ft of camera.

### IP Camera #11: NW Hallway

Camera to View: Hallway, move camera south down hallway away from existing camera

IP Interior (1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation  
D/N, HDTV 1080p, PoE, 2mp.

IP Camera License (1) GSC Omnicast Professional single camera connection software.

Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)

Notes Customer to provide POE switch within 300ft of camera. Move camera south down hallway away from existing camera

### IP Camera #12: Outdoor Pool and Kids Pool

Camera to View: one on each side of outdoor area

IP Exterior (2) P1367-E Outdoor, 5MP resolution, day/night, fixed box camera providing Forensic WDR and Lightfinder for demanding light conditions Includes an IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens

IP Camera License (2) GSC Omnicast Professional single camera connection software.

Camera SSA (2) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)

Other (2) Materials: misc conduit for cameras provided by Security 101

Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #13: Pool Building Exterior(optional)

Camera to View: outside view

IP Exterior (1) P1367-E Outdoor, 5MP resolution, day/night, fixed box camera providing Forensic WDR and Lightfinder for demanding light conditions Includes an IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens

IP Camera License (1) GSC Omnicast Professional single camera connection software.

Camera SSA (1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)

Other (1) Materials: misc conduit for cameras provided by Security 101

Notes Customer to provide POE switch within 300ft.

### IP Camera #14: Pool Cameras

Camera to View: one on each side of pool

IP Exterior (2) M3027-PVE Network Camera is a 5-megapixel fixed mini dome that provides detailed, high quality 360° or 180° panoramic views

IP Camera License (2) GSC Omnicast Professional single camera connection software.

Camera SSA (2) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)

Notes Customer to provide POE switch within 300ft of camera.

### IP Camera #15: Rec Center Outdoor Camera

Camera to View: outside view



## Scope of Work (cont)

Proposal 89159.0 Fairhope Rec Center

IP Exterior	(1) P1367-E Outdoor, 5MP resolution, day/night, fixed box camera providing Forensic WDR and Lightfinder for demanding light conditions Includes an IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens
IP Camera License	(1) GSC Omnicast Professional single camera connection software.
Camera SSA	(1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
Other	(1) Materials: misc conduit for cameras provided by Security 101
Notes	Customer to provide POE switch within 300ft.

### IP Camera #16: Upstairs Center Gym Exit Door

Camera to View: Exit Door

IP Interior	(1) Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.
IP Camera License	(1) GSC Omnicast Professional single camera connection software.
Camera SSA	(1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
Other	(1) Materials: Misc conduit for camera provided by Security 101
Notes	Customer to provide POE switch within 300ft of camera.

### IP Camera #17: West Basketball Court

Camera to View: 1-5mp camera for general view of gym

IP Interior	(1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant
IP Camera License	(1) GSC Omnicast Professional single camera connection software.
Camera SSA	(1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
Other	(1) Materials: misc conduit for gym view camera provided by Security 101
Notes	Customer to provide POE switch within 300ft of camera.

### IP Camera #18: West Exit Pool Doors, Outside

Camera to View: one on each side of outdoor area

IP Exterior	(1) P1367-E Outdoor, 5MP resolution, day/night, fixed box camera providing Forensic WDR and Lightfinder for demanding light conditions Includes an IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens
IP Camera License	(1) GSC Omnicast Professional single camera connection software.
Camera SSA	(1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
Other	(1) Materials: misc conduit for cameras provided by Security 101
Notes	Customer to provide POE switch within 40ft of camera, outside in shed.

### IP Camera #19: West Wall Upstairs

Camera to View: 1-5mp camera for general view

IP Interior	(1) 360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant
IP Camera License	(1) GSC Omnicast Professional single camera connection software.
Camera SSA	(1) ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)
Other	(1) Materials: misc conduit for gym view camera provided by Security 101
Notes	Customer to provide POE switch within 300ft of camera.





# Equipment List

Proposal 89159.0 Fairhope Rec Center

Qty	Description	Unit Price	Discount	Net Price	Total
6	360/180 panoramic view indoor fixed mini dome with dust- and vandal-resistant	689.48	151.68	537.80	3,226.80
23	ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)	42.00	9.24	32.76	753.48
1	Compact and outdoor-ready HDTV camera for day and night surveillance, IP66-rated, varifocal 2.8-10 mm P-iris lens . Remote 3.5 x optical zoom and focus. Automatic IR cut filter. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 1080p /2MP resolution at 30 fps.Video motion detection, active tampering alarm, corridor format and WDR – Dynamic Contrast. Built-in IR illumination covering up to 10 meters (33 feet). microSD/SDHC memory card slot for edge storage. Integrated bracket for easy mounting on wall and ceiling. Power over Ethernet. Operating conditions -10 °C to 50 °C (14 °F to 122 °F).	813.73	179.02	634.71	634.71
6	Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.	689.48	151.68	537.80	3,226.80
2	Compact, day/night fixed mini dome in a vandal-resistant casing for outdoor or indoor installation D/N, HDTV 1080p, PoE, 2mp.	689.48	151.68	537.80	1,075.60
23	GSC Omnicast Professional single camera connection software.	241.50	53.13	188.37	4,332.51
2	M3027-PVE Network Camera is a 5-megapixel fixed mini dome that provides detailed, high quality 360° or 180° panoramic views	939.73	206.74	732.99	1,465.98
1	M3045V/2MP/VANDM/WDR/2.8M/HDMI	337.73	74.30	263.43	263.43
5	P1367-E Outdoor, 5MP resolution, day/night, fixed box camera providing Forensic WDR and Lightfinder for demanding light conditions Includes an IR corrected varifocal 2.8-8.5 mm F1.2 P-iris lens	1,252.98	275.65	977.33	4,886.65

Total: 19,865.96



**Security101**  
Protecting People, Property & Profits

# Financial Summary

Proposal 89159.0 Fairhope Rec Center

**BILLING ADDRESS**

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

**PROJECT LOCATION**

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

**Grand Totals:**

Description	Price	Discount	Net Price
Installation Labor	11,971.95		11,971.95
Equipment	25,469.04	-5,603.18	19,865.86
Materials	1,559.70		1,559.70
Warranty	967.00		967.00
Shipping	199.00		199.00
<b>Total Investment</b>	<b>40,166.69</b>	<b>-5,603.18</b>	<b>34,563.51</b>



# Terms and Conditions

Proposal 89159.0 Fairhope Rec Center

## Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials for a period of sixty (60) months and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation for Security 101. The repair or replacement shall constitute Customer's sole remedy against Security 101.
2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  
IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NON FUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.
3. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.  
Limitation of Liability.
4. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.
5. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.  
Indemnification.
6. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

## Design Development, Programming, Drawings, Ownership, and Software Licence(s)

7. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.
8. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:
  - (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door



# Terms and Conditions (cont)

Proposal 89159.0 Fairhope Rec Center

timers, lock timers, and basic alarm functions; and

(ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed two (2) hours. Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

9. Drawings.

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

10. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.
11. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).
12. An administration increase of 3% will be applied for all credit card transactions.

## Video System

13. A dedicated circuit is recommended for the CCTV system, but not included.
14. Current and future lighting requirements are the responsibility of others.
15. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

## Additional Terms and Conditions

### Installation

16. An administration increase of 3% will be applied for all credit card transactions.
17. All required installation documents are included.
18. Installation of all required equipment and materials with on-site supervision of project is included.
19. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
20. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
21. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
22. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
23. Client to provide and coordinate 110 VAC electrical service where needed.
24. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
25. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

### Changes in Scope of Work

26. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

### Permits/Bonding/Sealed Engineered Drawings

27. Permits, bonds, and other requirements by any government agency are not included.

### Miscellaneous

28. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
29. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
30. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's



**Security101**  
Protecting People, Property & Profits

## Terms and Conditions (cont)

Proposal 89159.0 Fairhope Rec Center

reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

31. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.



# Acceptance

Proposal 89159.0 Fairhope Rec Center

For the amount of **34,563.51** (tax not included)  
This proposal dated March 4, 2018 is valid until May 4, 2018

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

## Payment Terms

50% upon Deposit  
50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

## Licenses

AL - Alarm: 1090, LA - Alarm: F175

City of Fairhope

Security 101 - Mobile

\_\_\_\_\_  
Authorized Customer Signature (date) Authorized Security 101 Signature (date)

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Title Title

\_\_\_\_\_  
Purchase Order Number

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

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

[1] That the City of Fairhope has voted to purchase a 2018 Ford F150 SuperCab 4x2 Pickup for Animal Control 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: T191A

2018 Ford F150 SuperCab 4x2

**Cost is \$22,956.00 each**

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

MAR 19 '18 AM 9:50 *JAW*

Issuing Date: 3/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: 2018 Ford F150 SuperCab 4x2 Pickup - Animal Control

Project Location: Animal Control

Presented to City Council: 3/26/2018 Approved - Resolution # \_\_\_\_\_

Funding Request Sponsor: Chief Petties, Chief of Police

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

Project Cash Requirement Requested:  
Cost: \$22,956.00 (Alabama State Bid #T191A)

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

Order Date: n/a Lead Time: 10 weeks ARO

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 XX Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	Funding Source: Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	--

Expense Code: 001150-50470 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 G/L Acct Name: Purchased Equipment & Vehicles State \_\_\_\_\_  
 City \_\_\_\_\_

Project Budgeted: \$25,000.00

(Over) Under budget amount: \$2,044.00

Comments: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? FY 2018 Adopted Budget

City Treasurer	Finance Director	Mayor
Request Received Date: <u>3/15/18</u>	Delivered To Date: <u>3/19/18</u>	Delivered To Date: <u>3/14/18</u>
Request Approved Date: <u>3/16/18</u>	Approved Date: <u>3/19/18</u>	Approved Date: <u>3/2/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>





MEMO

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

Karin Wilson  
Mayor

Date: March 15, 2018

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

Re: **Greensheet --CC Approval request for ONE over \$10,000 Vehicle Procurement for the Police Department's Animal Control division that is budgeted for \$25,000**

The Police Department's Animal Control division is requesting procurement of **ONE (1) 2018 F150 Supercab 4X2 Pickup Model**. The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 8.

I am submitting the following current cost summaries for this vehicle (see attached spreadsheet). The best pricing is from the State of Alabama The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 8.

ONE (1) 2018 Ford F150 Super Cab 4X2 Pickup including delivery. Delivered cost per unit is  
**TWENTY-TWO THOUSAND NINE HUNDRED FIFTY-SIX DOLLARS** **\$22,956.00**

T

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

NOTES:

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

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the POLICE DEPARTMENT'S Animal Control division of one (1) 2018 Ford F150 Super Cab 4X2 Pickup from Stivers Ford Lincoln of Montgomery, Al.**

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

2018 FORD F150 SUPERCAB 4x2 PICKUP -- STATE CONTRACT T191A - FAIRHOPE SWB

CONTRACT NUMBER: MA999 16000000008

LINE NUMBER: 8 (T191A)

CONTRACT AMOUNT: \$19,682

MODEL SERIES

X1C

ORDER CODE

100A

INCLUDES: 3.3L V6 290 Horsepower FFV Engine, 6 Spd Auto, 4x2, 145" Wheelbase, 6.5' Box, Rear View Camera,  
4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS  
AM/FM Radio, Cloth 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags  
Auto Start Technology; NOTE -- 3.3L Engine n/a with 163" wheelbase

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)

145	Wheelbase - 145"	\$	19,682
			Std
995	5.0L V8 -- 385 Horsepower - w/ 10 speed Automatic	\$	1,995
XL3	3.31 Electronic-Locking Axle	\$	420
LED	4 Corner LED Strobe Lights ( White / White )	\$	589
YZ	Oxford White		NC
AG	Vinyl 40/ 20 /40 Front & Rear Seat - Dark Earth Gray		NC

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ 270

TOTAL VEHICLE ( Required )

\$ 22,956

STATE CONTRACT TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE: ( Required )

\_\_\_\_\_

DATE: ( Required )

\_\_\_\_\_

PURCHASE ORDER NUMBER: ( Required )

Quantity:

Bucky



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

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

[1] That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Construction & Facilities Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2019 Ford F250 SuperCab 4x2

**Cost is \$25,385.00 each**

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

*JAW*

Issuing Date: 3/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: 2019 Ford F250 SuperCab 4x2 Pickup

Project Location: Constr & Facilities Maint

Presented to City Council: 3/26/2018 Approved - Resolution # \_\_\_\_\_

Funding Request Sponsor: Lance Cabiniss, Constr & Facilities Manager

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

Project Cash Requirement Requested:  
 Cost: \$25,385.00 (Alabama State Bid # T191A)

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

Order Date: n/a Lead Time: 10 weeks ARO

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Facilities-XXX	Fire-20 Golf-50	Rec-25 Golf Grounds-55	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	Funding Source: Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	--

Expense Code: 001450-50470 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 G/L Acct Name: Purchased Equipment & Vehicles State \_\_\_\_\_  
 City \_\_\_\_\_

Project Budgeted: \$27,000.00

(Over) Under budget amount: \$1,615.00

Comments: \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? FY 2018 Adopted Budget

City Treasurer	Finance Director	Mayor
Request Received Date: <u>3/15/18</u>	Delivered To Date: <u>3/19/18</u>	Delivered To Date: <u>3/13/18</u>
Request Approved Date: <u>3/16/18</u>	Approved Date: <u>3/19/18</u>	Approved Date: <u>3/13/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>



## MEMO

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

Date: March 15, 2018

Re: **Greensheet --CC Approval request for an over \$10,000 Vehicle Procurement for the Construction and Facilities Maintenance Dept that is budgeted for \$27,000**

Karin Wilson  
*Mayor*

*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*

The Construction and Facilities Maintenance Dep is requesting procurement of one (1) 2019 Ford F250 Super Cab 4X2 Pickup Model X2A. I am submitting the following current cost summary for this vehicle (see attached spreadsheet). The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 16, Included specifications determined by Construction and Facilities Maintenance Dep.

One(1) 2019 Ford F250 Super Cab 4X2 Pickup Model X2A. Delivered cost per unit is: TWENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS (\$25,385.00). The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

### NOTES:

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

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the Construction and Facilities Maintenance Dept of one (1) 2019 Ford F250 Super Cab 4X2 Pickup Model X2A for a total of \$25,385.00 from Stivers Ford Lincoln of Montgomery, Al.**

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

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

**2019 FORD F250 SUPER CAB 4x2 PICKUP - MODEL X2A - FAIRHOPE - LWB**

**CONTRACT NUMBER:** MA999 16000000008 (T191A)      **LINE NUMBER:** 16      **CONTRACT AMOUNT:** \$22,956

**INCLUDES:** 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 148" 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

<b>STATE CONTRACT PRICE (T191A)</b>		<b>\$ 22,956</b>
164	8.0' Box	\$ 300
996	6.2L V8 385 Horsepower	Standard
X3E	3.73 Electronic Limited Slip Axle	\$ 390
52B	TowCommand Integrated Trailer Brake Controller ( <i>included in XLT Package</i> )	\$ 270
66S	Upfitter Switches ( 6 Toggle Switches )	\$ 165
67D	200 Amp. Alternator (w/ Upfitter Switches Code 66S )	NC
18B	Cab Steps - Black Molded	\$ 445
LED	4 Corner LED Strobe Lights ( <i>WHITE / WHITE</i> )	\$ 589
Z1	Oxford White	NC
AS	40/20/40 Vinyl Seats - Medium Earth Gray ( <i>XL</i> )	Std

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

**Total Price ( each )** **\$ 25,385**

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

**SIGNATURE: ( Required )** \_\_\_\_\_

**DATE: ( Required )** \_\_\_\_\_

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

*LANCER*

*Cody Sigrest  
MIAA / MIAA*

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

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

[1] That the City of Fairhope has voted to purchase a one (1) Caterpillar D80 UL2200 Diesel Generator Set for the Fire Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 080613-CAT); 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 \$33,564.00.


Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request



Issuing Date: 3/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: UL2200 Diesel Generator Set; Caterpillar D80

Project Location: Fire Station #3

Presented to City Council: 3/26/2018 Approved - Resolution # \_\_\_\_\_

Funding Request Sponsor: Dan McCrory, Joe Webber Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$33,564.00 (NJPA Buying Group)

Vendor: Thompson Power Systems

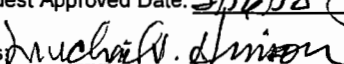

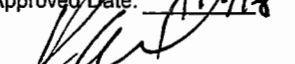
Project Engineer: n/a

Order Date: n/a Lead Time: 22 weeks ARO

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 XXX Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be: Expensed _____ Capitalized <u>XXX</u> Inventoried _____  Expense Code: <u>001150-50470</u> G/L Acct Name: <u>Purchased Equipment &amp; Vehicles</u>  Project Budgeted: <u>\$55,000.00</u> (Over) Under budget amount: <u>\$21,436.00</u>  Comments: _____	Funding Source: Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____  Grant: _____ Federal - not to exceed amount _____ State _____ City  Bond: _____ Title _____ Year _____ Loan: _____ Title _____ Year _____  Capital Lease: _____ Payment _____ Term _____
---	---

City Council Prior Approval/Date? FY 2018 Adopted Budget

<u>City Treasurer</u> Request Received Date: <u>3/15/18</u> Request Approved Date: <u>3/16/18</u> Signatures:  Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>3/19/18</u> Approved Date: <u>3/19/18</u> Signatures:  Jill Cabiniss, MBA	<u>Mayor</u> Delivered To Date: <u>3/18/18</u> Approved Date: <u>3/17/18</u> Signatures:  Mayor Karin Wilson
---	---	---





## MEMO

To: Mike Hinson, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
Date: March 15, 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

Re: Greensheet and Council approval -- over \$10,000, limit for approval by Council for budgeted procurement of a generator set for the Fire Department to replace old Military generator

The Fire Department needs to procure **one (1) Caterpillar Model D80, EPS Emissions certified, UL2200 Diesel Generator Set with switches, accessories, and installation, to replace the old military generator.** The generator set can be purchased through **NJPA Buying Group**, from Contract Number #080613-CAT (see attached quote sheet for discounts and quote) for a total of **THIRTY-THREE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS (\$33,564.00)**. Freight is estimated at \$912.49 and this amount is included in the quoted total of **\$33,564.00**. See attached quotations.

The recommended vendor is **Thompson Power Systems of Spanish Fort, AL**

NOTES:

See attached quotation for details.

**Leadtime:** Approximately 19-20 Weeks after submittal approval. Please allow  
Approximately 2 weeks after receipt of written order for submittal drawings.

**Please compose a greensheet and obtain approval for this over \$10,000 BUDGETED expenditure for FY 2018 of the Caterpillar Diesel Generator set for \$33,564.00 through NJPA Buying Group, from Thompson Power Systems.**

Cc: file, D. McCrory, J. Webber

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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

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Thompson Power Systems  
 30950 State Highway 181  
 Spanish Fort, AL 36527  
 251-626-5100 Phone  
 251-626-7041 Fax  
[www.thompsonpowersystems.com](http://www.thompsonpowersystems.com)

Quotation No: SPO-180312-1A

Project Name: Fairhope Fire Station 3  
 Project City: Fairhope, AL  
 Date Issued: March 13, 2018  
 Expiration Date: April 10, 2018

**Diesel Generator Set:**

- One (1) Caterpillar Model D80, EPA Emissions certified, UL2200 listed generator set
- 80kW, 240/120 volt, single phase, 60HZ, standby rated
- EMCP 4.2 Control Panel
- Governor, electronic and isochronous
- Shipped loose remote annunciator panel, (RS485)
- PMG
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 400 amp
- Radiator with blower fan and belt drive
- Weather Protective Enclosure, painted white. 150MPH wind rating per IBC
- Fuel tank base, 209 gallon capacity (24 hours of operation at 100% load), UL 142 listed, double wall construction
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger, 10 amp
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- O&M Manual, (1) set

**Automatic Transfer Switch:**

- 200 Amp Transfer Switch
- Open Transition
- 240 volt, single phase, 60HZ
- 2 Pole
- Nema 1 enclosure
- O&M Manual, (1) set

**Other Services:**

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.

**NJPA Pricing Table: Contract #080613-CAT**

<u>Description</u>	<u>List Price</u>	<u>NJPA Member List Price Discount</u>	<u>NJPA Member Purchase Price</u>
Caterpillar D80 generator set	\$40,336.00	\$12,504.16 (31%)	\$27,831.84
CAT accessories	\$929.89	\$46.49 (5%)	\$883.40
ATS – 200A	\$2,000.29	\$100.02 (5%)	\$1,900.27
Startup	\$2,143.16	\$107.16 (5%)	\$2,036.00
Freight	\$960.52	\$48.03 (5%)	\$912.49
<b><u>Purchase Price</u></b>	<b><u>\$46,369.86</u></b>	<b><u>(\$12,805.86)</u></b>	<b><u>\$33,564.00</u></b>

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

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

**Estimated Availability:** Approximately 19-20 weeks after submittal approval. Please allow approximately 2 weeks after receipt of written order for submittal drawings.



**Quotation No: SPO-180312-1A**

Thompson Power Systems  
30950 State Highway 181  
Spanish Fort, AL 36527  
251-626-5100 Phone  
251-626-7041 Fax  
[www.thompsonpowersystems.com](http://www.thompsonpowersystems.com)

Project Name: Fairhope Fire Station 3  
Project City: Fairhope, AL  
Date Issued: March 13, 2018  
Expiration Date: April 10, 2018

Page- 2 of 3

**This Quote Does Not Include The Following:**

- Any offloading or unpacking of equipment delivered to the job site.
- Concrete pad for generator set or mounting the generator set to the concrete pad.
- Installation of equipment (including shipped loose accessories).
- Fuel piping (gas or diesel)
- Conduit, conductors, wiring terminations, grounding rods and associated ground cable.
- Installation compliance with NEC code, other local and state codes, and standards.
- Payment of and/or obtaining any permits (state, local or federal) that are required for the emergency generator equipment.
- Fuel for startup and testing.
- Fuel for testing or operation after commissioning. (Note: generator set will be supplied with initial fill of lube oil and coolant)

**Clarifications and Exceptions:**

- Startup, testing, and training, if offered in this quotation, is to be performed during normal business hours, unless specifically indicated otherwise.
- Warranty is from date of start-up or 6 months after shipment from the factory whichever occurs first.
- Not quoted to any specifications or plans.

**Terms:**

- This quotation is made subject to the terms and conditions of Thompson Power Systems and the sale is contingent upon purchaser's acceptance and signing the Equipment Order and Security Agreement forms of Thompson Power Systems.
- No payment retainage is allowed except when specifically agreed to by Thompson Power Systems in writing and noted on the Equipment Order and Security Agreement form from Thompson Power Systems.
- Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on Thompson Power Systems unless accepted and confirmed in writing by Thompson Power Systems management.
- Thompson Power Systems is not responsible for occurrences beyond our control.

**Acceptance:**

- This quotation is valid for 30 days from date of issue.
- Thompson Power Systems limits the scope of supply of this quotation to those items and services listed herein. Equipment not listed is assumed to be supplied by others. We have detailed our scope of supply in this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

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

Sincerely,



Thompson Power Systems  
30950 State Highway 181  
Spanish Fort, AL 36527  
251-626-5100 Phone  
251-626-7041 Fax  
[www.thompsonpowersystems.com](http://www.thompsonpowersystems.com)

**Quotation No: SPO-180312-1A**

Project Name: Fairhope Fire Station 3  
Project City: Fairhope, AL  
Date Issued: March 13, 2018  
Expiration Date: April 10, 2018

Page- 3 of 3

*Sean O'Neill*

Sean O'Neill – Power Generation Sales Representative  
Thompson Power Systems / A Division Of Thompson Tractor Co., Inc.  
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / [seanoneill@thompsontractor.com](mailto:seanoneill@thompsontractor.com)

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

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

[1] That the City of Fairhope did request, receive, and open bids for Replacement of Well #3 Pump and Assembly for the Water Department (Bid Number 011-18) 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  
Replacement of Well #3 Pump and Assembly

[3] After evaluating the bid proposals with the required bid specifications, Layne Christiansen Company with the total bid proposal of \$61,250.00, is now awarded the bid for Replacement of Well #3 Pump and Assembly for the Water Department.

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

MAR 19 '18 AM 9:50

Issuing Date: 3/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Replacement of Well #3 Pump Assembly- Award of Bid 011-18

Project Location: Well #3

Presented to City Council: 3/26/2018 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:

Cost: \$61,250.00

Providers: Layne Christiansen Company

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water XXX 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: 004-16050  
Acct Name: Water System Improvements

Revenue Code: \_\_\_\_\_

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

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

Project Budgeted: \$65,000.00

(Over) Under budget amount: \$3,750.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Funding: Operating funds

City Council Prior Approval? Date? Approved in FY 2018 Budget

City Treasurer

Finance Director

Mayor

Request Received Date: 3/12/18

Received Date: 3/14/18

Received Date: 3/13/18

Request Approved Date: 3/14/18

Approved Date: 3/14/18

Approved Date: 3/13/18

Signatures: Michael V. Hinson CPA

Signatures: Jill Cabiness, MBA

Signatures: Mayor Karin Wilson

Contact Person: Dan McCrory, Water Superintendent



## MEMO

To: Michael Hinson, Treasurer

From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk

Date: March 12, 2018

Re: **Placing on City Council agenda to award Bid No. 011-18  
Replacement of Well #3--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

An Invitation to Bid (ITB) for **Bid No. 011-18 Replacement of Well #3--2018** for the Water Department, was issued on February 26, 2018, to multiple vendors from the bidder's list, and advertised to the general public. Responses were received until 9:00 a.m. on March 12, 2018. A Bid Tabulation and Recommendation was composed (see attached).

The Water Department recommends the award be made to **Layne Christiansen Company**, in the bid amount of SIXTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$ 61,250.00), see attached quotation.

**Please place on the next available City Council Agenda this request to award Bid No 011-18 Replacement of Well #3--2018 to Layne Christiansen Company, in the amount of \$ 61,250.00.**

Cc, file, R Peterson, D. McGory

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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

*Printed on recycled paper*

**CITY OF FAIRHOPE**

**BID TAB and RECOMMENDATION**

**BID NO: 011-18**

**BID NAME: Replacement of Well #3--2018**

**BID OPENED: March 12, 2018 at 9:00 A.M.**

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

VENDOR	Bid Proposal Executed / Signed / Notarized	BID BOND	Addenda 1 and 2 signed	OPTION 1: removal of pump, residual oil and disposal of, and replace with water lubricated pump	Option 1 Alternate 1	OPTION II Chemical cleaning and redevelopment	OPTION II Alternate 2	TOTAL BID AMOUNT
LAYNE CHRISTIANSEN COMPANY	YES	YES	YES	\$40,500.00	\$750.00	\$15,000.00	\$5,000.00	\$61,250.00
GRINER DRILLING SERVICES, INC	YES	YES	YES	\$36,300.00	\$2,000.00	\$25,500.00	\$12,750.00	\$76,550.00

**Recommendation: Award to the lowest bidder, Layne Christiansen Company, in their Bid amount of \$61,250.00**



3 / 12 / 2018

**Richard Peterson, P.E. Director of Operations**

**To my knowledge this is an accurate Bid Tabulation**



3 / 12 / 18

**Delores A Brandt, Purchasing Clerk**



**ITEM III  
BID RESPONSE FORM**

**BID NO. 011-18 Replacement of Well #3**

Date: March 12, 2018

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this Contract and Scope of Work. Contractor will provide a minimum two-year warranty.

The Owner agrees to provide the following materials: NONE

We propose to meet or exceed the bid specifications for the sum of:

**OPTION I** See ITEM VIII for Scope and Specifications for Replacement of Well #3  
(Provide a specification Sheet for all quoted Materials)

TOTAL BID AMOUNT Well Pump Removal and Replacement	(\$ <u>40,500.00</u> )
Alternate 1 Video Inner Casing and Well Screen (1 full video)	(\$ <u>750.00</u> )

**OPTION II** See ITEM VIII for Option II Well Cleaning and Redevelopment of Well #3

TOTAL BID AMOUNT Well Cleaning and Redevelopment	(\$ <u>15,000.00</u> )
Alternate 1 Second Well Cleaning and Redevelopment (1 Cycle)	(\$ <u>5,000.00</u> )

---

TOTAL BID AMOUNT (TOTAL ALL PRICES)	(\$ <u>61,250.00</u> )
-------------------------------------	------------------------

WRITTEN \$ Sixty one thousand two hundred fifty dollars and zero cents

The Contractor agrees to complete all the work within 60 calendar days.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>	<u>ADDENDUM NO.</u>	<u>DATE ISSUED</u>
<u>1</u>	<u>March 7, 2018</u>	<u>          </u>	<u>          </u>

Each bid must give the full business address of the bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the President, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to Bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. as described in the bid documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding or otherwise.

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

Layne Christensen Company

Name of Corporation, Partnership or Joint Venture

BY: *J. Robert Baker, Jr.*  
(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm)

Branch Manager

(Position or Title)

J. Robert Baker, Jr.

(PRINT NAME(S) Of Officer And Others If In Partnership

3720 North Palafox Street

Business Mailing Address

Pensacola, FL 32505

City, State, Zip Code

Alabama General Contractor License No. 12864 (Attach Copy)

Alabama General Contractor License Major Categories:

Alabama General Contractor Specialties

Alabama Foreign Corporation Entity ID 881-447  
(Required of Out of State vendors)

**NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE**

STATE OF Florida }

COUNTY OF Escambia }

I the undersigned authority in and for the said State and County, hereby certify that J. Robert Baker, Jr.  
Print name of Bid signer

as Branch Manager respectively, of Layne Christensen Company  
title company

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

Given under my hand and Notary Seal on this 7 day of March, 2018.

Notary Public *Patricia S. Reeves*  
Patricia S. Reeves

My Commission Expires 1/1



**END OF BID RESPONSE FORM**

**ADDENDUM #1**

FOR

**BID NO. 011-18 REPLACEMENT of WELL #3 PUMP ASSY.**

To all bidders and others concerned:

Please include the information herein as additional information, documentation and clarification for pricing the requested work for Well # 3:

- 1.) Please find the attached "as built" schematic of the Well.
- 2.) Please find the attached "Revised" **BID RESPONSE FORM.**

In general, the TOTAL BID AMOUNT for Option 1 is to remove the existing oil lubricated pump, bail the residual oil from the well and properly dispose of this material and replace the oil lubricated pump with a water lubricated pump as described in Option I. The Alternate 1 price is to video the inner casing and well screen prior to cleaning and setting the new pump assembly. This price will also be used for a post cleaning video, if desired.

Option II will be pricing for chemical cleaning and redevelopment work. The base price for this work will be to perform work defined in 8.11.2, items 1 thru 10. Once this work has been accomplished, the owner will consider a post cleaning inspection video, or a second well cleaning and redevelopment cycle. The second Well Cleaning and Redevelopment Cycle, and every cycle thereafter, will be paid for the contractor to accomplish items defined in 8.11.2, 1 thru 9, until the owner is satisfied that well is ready for service.

Thank you for your time and attention to this Addendum. Please acknowledge on the Bid Response Form your receipt of this Addendum.

Yours Very Truly,



Richard Peterson, PE  
Director of Operations,  
City of Fairhope

**ITEM IV  
BID BOND**

The PRINCIPAL (Bidder's name and address)

Layne Christensen Company, Inc.  
3720 North Palafox Street  
Pensacola, FL 32506

The OWNER (Name and Principal place of Business)

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

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

Project No      **WAT001-18**  
Project Name: **Replacement of Well #3**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the Owner in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the Owner the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the Owner accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or
- (b) fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the Owner the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the Owner may award a Construction Contract for the same Work to another bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the Owner may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 21st day of March, 2018.

ATTEST

*Patricia S. Reeves*

Patricia S. Reeves  
Office Administrator

Layne Christensen Company, Inc.  
Principal (Company)

By *J. Robert Baker, Jr.*

J. Robert Baker, Jr. - Branch Manager  
Print Name and Title

SURETY ATTEST

*Debra J. Scarborough*

Travelers Casualty and Surety Company of America

Surety Company

By *Debra J. Scarborough*

Debra J. Scarborough, Attorney-in-Fact  
Print Name and Title



POWER OF ATTORNEY

Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company

Attorney-In-Fact No.231532

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Debra J Scarborough, of the City of Kansas City, State of Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2017.

Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company



State of Connecticut  
City of Hartford ss.

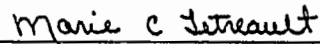
By:

  
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
My Commission expires the 30th day of June, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

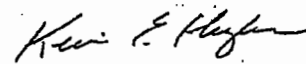
**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which will remain in full force and effect through December 31, 2018.



Kevin E. Hughes, Assistant Secretary

Dated this 21st day of March, 2018.



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 to contact us. Please refer to the Attorney-In-Fact number, the above-named individual and the details of the bond to which the power is attached.**

STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 12864  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

LAYNE CHRISTENSEN COMPANY INC

THE WOODLANDS, TX 77380

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

H/RR-S: DRILLING, H/RR-S: GROUTING / SLURRY WALLS, MU-S: WATER PROJECTS

until March 31, 2018 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.

133009

*Mark H. Osmey*  
1st day of March, 2017  
SECRETARY-TREASURER

*Ally White*  
CHAIRMAN

STATE OF ALABAMA  
Alabama Department of Environmental Management

THIS IS TO CERTIFY THAT

**JACE A RAWLS**

HAS MET THE REQUIREMENTS AND IS DULY LICENSED AS A

**WATER WELL DRILLER**

LICENSE NO.: 691    EXPIRES: 9/30/2018

**ADEM**

SIGNATURE OF DRILLER





March 7, 2018

City of Fairhope  
555 S. Section St.  
Fairhope, AL 36532

Ref: Bid No. 011-18 Replacement of Well #3  
Project No. WAT001-18 Replace Well #3

To Whom It May Concern:

This letter is to certify that J. Robert Baker, Jr., Branch Manager, at the Pensacola, Florida office of Layne Christensen Company has been given authority to issue bids, bid bonds, and/or enter into a contract for the above referenced project, or to accept customer purchase orders and affix the corporate seal thereon, in the name of, and on behalf of this corporation, for this corporation's products and services up to the amount of \$2,000,000.00.

Layne Christensen Company

A handwritten signature in black ink, appearing to read "Bill Stuckey".

Bill Stuckey  
General Manager  
Southeast Region

**WATER RESOURCES**

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

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

[1] That the City of Fairhope did request and receive quotes for an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement of an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope from Admiral Flag Poles, Inc. with a total cost of \$6,540.00.

Adopted on this 26th day of March, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

MAR 13 '18 AM 9:50

*JAW*

Issuing Date: 3/16/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: 60' Flagpole at Waterfront Rose Garden (Replacement)

Project Location: Waterfront Rose Garden

Presented to City Council: 3/26/2018 Approved - Resolution # \_\_\_\_\_

Funding Request Sponsor: Sherry-Lea Botop, Community Affairs Director  
Richard Johnson, Public Works Director Changed \_\_\_\_\_  
 Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
 Cost: \$6,540.00

Vendor: Admiral Flag Poles, Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: ~~#~~ 7-8 WEEKS ARO

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10 XXX	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

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

Funding Source: Operating Expenses \_\_\_\_\_  
 Budgeted Capital \_\_\_\_\_  
 Unfunded Funded by donation from Dr. Barry Booth

Expense Code: 00100-50470 Grant: \_\_\_\_\_ Federal - not to exceed amount  
 G/L Acct Name: Purchases Vehicles & Equipment State \_\_\_\_\_  
 City \_\_\_\_\_

Project Budgeted: \$0.00 Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 (Over) Under budget amount: (\$6,540.00) Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments: \_\_\_\_\_

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

City Council Prior Approval/Date? No

<u>City Treasurer</u> Request Received Date: <u>3/16/18</u> Request Approved Date: <u>3/16/18</u> Signatures: <u><i>Michael V. Hinson</i></u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>3/19/18</u> Approved Date: <u>3/19/18</u> Signatures: <u><i>Jill Cabiness</i></u> Jill Cabiness, MBA	<u>Mayor</u> Delivered To Date: <u>3/13/18</u> Approved Date: <u>3/13/18</u> Signatures: <u><i>Karin Wilson</i></u> Mayor Karin Wilson
---	--	--



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 16, 2018

Re: Placing on City Council agenda approval of the **non-budgeted procurement** of one SIXTY (60) 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. Quotes (attached) have been obtained. The lowest quote for the SIXTY (60) FOOT flagpole is SIX THOUSAND FIVE HUNDRED FORTY DOLLARS (**\$6,540.00**), 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:

<b>Admiral Flag Poles, Inc.</b>	<b>\$6,540.00</b>
Admiral Flag Poles, Inc.	\$7,341.00
Betsy Ross Flag Co	\$7,863.00
Betsy Ross Flag Co	\$8,620.00
Dixie Decorations	\$8,700.00
Dixie Decorations	\$9,575.00

**Please place on the next City Council Agenda this request to approve the \$6,540.00 non-budgeted procurement of the 60 ft. flagpole to replace the one at the Rose Garden.**

Cc, file, R. Johnson, 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

## Michael Hinson

---

**From:** Sherry-Lea Bloodworth Botop  
**Sent:** Friday, March 16, 2018 12:20 PM  
**To:** Barry Booth  
**Cc:** Mayor Karin Wilson; Richard Peterson; Richard Johnson; Michael Hinson; Lisa A. Hanks, MMC; Gayle Fogarty  
**Subject:** Re: flagpole

Dr. Booth,

We are so grateful for your offer. I forwarded the information about the flag pole to our City Clerk (Lisa Hanks) this morning and both Jack and Jimmy mentioned that you contacted them as well. We will be in touch with you (if someone hasn't been in touch already) with the details about the cost. If you would consider it, I would like for you to be present when the flag pole is installed so we can capture a photo of you with a few of our city officials. I will be in touch about that.

Thanks so much!

Sherry-Lea

Sherry-Lea Bloodworth Botop  
Economic & Community Development Director  
[sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov)  
Direct Line: 251.990.0113

---

**From:** Mayor Karin Wilson <[karin.wilson@fairhopeal.gov](mailto:karin.wilson@fairhopeal.gov)>  
**Date:** Friday, March 16, 2018 at 11:13 AM  
**To:** Barry Booth <[blb@mchsi.com](mailto:blb@mchsi.com)>, Sherry-Lea Bloodworth Botop <[sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov)>, Richard Peterson <[richard.peterson@fairhopeal.gov](mailto:richard.peterson@fairhopeal.gov)>, Michael Hinson <[michael.hinson@fairhopeal.gov](mailto:michael.hinson@fairhopeal.gov)>  
**Cc:** Gayle Fogarty <[gayle.fogarty@cofairhope.com](mailto:gayle.fogarty@cofairhope.com)>  
**Subject:** Fwd: flagpole

Dr Booth,

I just received this text and wanted to thank you so much for the offer! I'm CCing Sherry-Lea, Richard J and Mike to find out how we can proceed with this very generous offer!

Karin Wilson  
[Karin.wilson@fairhopeal.gov](mailto:Karin.wilson@fairhopeal.gov)  
Mayor, City of Fairhope  
Office: 251.990.0100  
Cell: 251.422.0669

---

**From:** [2517672889@vzwpix.com](mailto:2517672889@vzwpix.com) <[2517672889@vzwpix.com](mailto:2517672889@vzwpix.com)>  
**Sent:** Friday, March 16, 2018 7:15:04 AM  
**To:** Mayor Karin Wilson; [2028055476@icmms1.sun5.lightsurf.net](mailto:2028055476@icmms1.sun5.lightsurf.net); [2514237418@vzwpix.com](mailto:2514237418@vzwpix.com);



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

## QUOTATION

Date: March 7, 2018

Joe Wolchina  
Fairhope Public Utilities  
P.O. Drawer 429  
Fairhope, AL 36533

PROJECT: 60' Extra Heavy Duty Flag Pole

QTY	DESCRIPTION	UNIT COST	TOTAL
1	60' High Commercial Grade Flag Pole	\$6,540.00	\$6,540.00
	65' OAL - 12" Butt X 3.5" Top X .250 Wall		

### Prices Include Delivery.

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 - #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
- Recommended Flag Size is 10' x 15'

Finish: SATIN

Delivery: Allow 7-8 Weeks

*Michael A. Henne*

Michael A. Henne, President



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

## QUOTATION

Date: March 7, 2018

Joe Wolchina  
 Fairhope Public Utilities  
 P.O. Drawer 429  
 Fairhope, AL 36533

PROJECT: 60' Extra Heavy Duty Flag Pole

QTY	DESCRIPTION	UNIT COST	TOTAL
1	60' High Commercial Grade Flag Pole	\$7,341.00	\$7,341.00
	65' OAL - 12" Butt X 3.5" Top X .250 Wall		

**Prices Include Delivery.**

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 - #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
- Recommended Flag Size is 10' x 15'

Finish: Natural Clear Anodized

Delivery: Allow 7-8 Weeks

*Michael A. Henne*

Michael A. Henne, President



# Betsy Ross Flag Company

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

March 7, 2018

## 60 Foot "CONTINENTAL FLAGPOLE" QUOTE

(1) 60' x 12" base x 4" top x .250" wall (66' overall length) 3-PIECE flagpole, Satin Finish, includes the following:

- 187 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 = \$10,590.00.    Your cost would = \$ 7413.00

Estimated freight +	450.00
	-----
Grand Total =	\$ 7863.00

Thank you for your inquiry!

Jenni Robison  
BETSY ROSS FLAG CO. INC.

251-540-2246                              800-681-3580  
705 W Magnolia Ave, Foley AL 36535





# Betsy Ross Flag Company

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

March 7, 2018

## 60 Foot "CONTINENTAL FLAGPOLE" QUOTE

(1) 60' x 12" base x 4" top x .250" wall (66' overall length) 3-PIECE flagpole, Clear Anodized Finish, includes the following:

- 187 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 = \$11,672.00.    Your cost would = \$ 8170.40

Estimated freight +	450.00
	-----
Grand Total =	\$ 8620.40

Thank you for your inquiry!

Jenni Robison  
BETSY ROSS FLAG CO. INC.

251-540-2246                      800-681-3580  
705 W Magnolia Ave, Foley AL 36535



March 7, 2018

TO: Clint Steadham

REF: Requested flagpole quotes

Clint:

As you requested, here are my quotes on one (1) sixty (60') foot CLEAR ANODIZED or one (1) sixty (60') foot SATIN NON anodized flagpole.

Specifications for EACH flagpole are as follows:

Exposed height	60 feet
Overall height	66 feet
Number of sections	three (3)
Butt diameter	twelve (12") inches
Top diameter	four (4") inches
Wall thickness	.250" inches (1/4")
UNFLAGGED MAX wind speed	213 MPH
FLAGGED MAX wind speed	120 MPH
Suggested flag size	12' X 18'
Weight	833 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, if ordered) with cylinder lock
- Eight (8') foot (CLEAR, if ordered) halyard cover

Estimated delivery time AFTER an order is placed is five (5) to seven (7) BUSINESS weeks for the ANODIZED flagpole or seven (7) to ten (10) BUSINESS days for the SATIN flagpole.

Price quote:

60 foot CLEAR ANODIZED flagpole	\$ 9,575.00
---------------------------------	-------------

60 foot SATIN NON anodized flagpole	\$ 8,700.00
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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 cursive script that reads "Jerry Fulmer".

Vice President

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

**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:

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	1st Assistant Professional	19

ADOPTED THIS 26TH DAY OF MARCH, 2018

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

ATTEST:

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



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title: **1<sup>st</sup> Assistant Professional** Pay Range: **\$25,000 - \$45,000**

Department: **Golf Operations** Pay Grade: **19**

Reports To: **Head Golf Professional** Effective Date: \_\_\_\_\_

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	

### PURPOSE OF THE POSITION

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

### DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The 1<sup>st</sup> Assistant 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.

1<sup>st</sup> 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 in 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 golf shop and café.
- Assists with clinics and camps.
- Assists members by providing and interpreting golf policies, rules and regulations
- Receives, checks in, and prices of all merchandise.
- Maintains the overall appearance, cleanliness, and shape of the Golf Shop.
- Manages the ordering, receiving, charging, and communications of members special orders.
- Assists with inventory control and physical inventory counts.

1<sup>st</sup> Assistant Golf Professional**OTHER DUTIES AND RESPONSIBILITIES**

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

**DESIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Some knowledge of overall concept of daily golf operations and golf tournaments
- Some knowledge of golf pro shop business and sales practices ability to compile and maintain financial and operational records;
- Knowledge of governing PGA etiquette rules and regulations;
- Knowledge of the Rules of Golf required
- Knowledge of money handling processes
- Knowledge of credit card applications; daily reporting procedures; end of the day financial reporting.
- Knowledge of club fitting
- Knowledge of Golf Tournament operations
- Skill at golf play
- Ability to communicate effectively with the clubhouse staff, golf employees and the golf course superintendent.
- 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 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.
- Ability to lead, develop and administer those functions necessary for a successful golf operation.

1<sup>st</sup> Assistant Golf Professional

---

- 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 (retail) pro shop operations, sales and management; 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.

**WORKING CONDITIONS AND ENVIRONMENT**

Work environment is both indoors and outdoors. Local 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. \_\_\_\_\_**

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

[1] That the City of Fairhope amends the Recreation Department Budget to increase its amount by up to \$13,000.00 as necessary to be used for part-time tennis assistants only.

Adopted on this 26th day of March, 2018

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

Attest:

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

**Lisa A. Hanks, MMC**

---

**From:** Tomas Catar  
**Sent:** Monday, March 19, 2018 1:19 PM  
**To:** Lisa A. Hanks, MMC  
**Cc:** Leslie Green  
**Subject:** 2 new Tennis Center Assistant Positions for the upcoming city council meeting agenda

Lisa,

Tom told me to contact you, and request to add 2 new Tennis Center Assistant positions on the upcoming City Council Meeting agenda.

The city council, at the last work session meeting approved to increase Rec. Department budget to create these two part time tennis center positions.

Please let me know if you have any questions or if there is anything your will need anything from us. The job description will be the same as current Tennis Center Assistant positions.

**Tomas Catar**

**Tennis Manager**

PTR Master of Tennis, Performance  
Ptr National Tester & Clinician  
USPTA Elite Tennis Professional

**City of Fairhope**

[www.cofairhope.com](http://www.cofairhope.com)

251-990-9526

# **ENVIRONMENTAL ADVISORY BOARD**

## **NOMINEE (S)**

**4 - Year Term**

### APPOINTMENTS

Jim Horner

This term shall end March 2022

### REAPPOINTMENTS

# CITY OF FAIRHOPE



JAN 30 '18 PM 3:13

JAH

## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

PLEASE PRINT CLEARLY

Last Name: HORNER First Name: JIM

Phone Number: 928-9722 Cell: NA Email: NA

Home Address: 115 VOLANTA AVE

City: FAIRHOPE State: AL Zip: 36532

Business Address: SAME

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: ENVIRONMENTAL ADVISORY BOARD

EDUCATIONAL BACKGROUND:

BACHELOR DEGREE ENGINEERING

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

N.A.

PROFESSIONAL EXPERIENCE:

CHAIRMAN ENVIRONMENTAL ADVISORY BOARD 9+ YEARS

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

STORM WATER MANAGEMENT

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

HAVE STUDIED THE EFFECTS OF STORM WATER IN

Signature: Jim Horner

Date: JAN 29, 2018

You may attach a resume with this application.

FLY CREEK FOR 15+ YEARS.

## **Lisa A. Hanks, MMC**

---

**From:** Shelton, Mike <Mike.Shelton@dcnr.alabama.gov>  
**Sent:** Thursday, March 15, 2018 10:28 AM  
**To:** Lisa A. Hanks, MMC; Kim Burmeister  
**Cc:** Jimmy Conyers  
**Subject:** RE: FEAB Application - Horner

We approved a motion (Item 1) at our February meeting to recommend Jim Horner for the FEAB. The February meeting minutes were approved at our last meeting on March 9.

Mike Shelton  
Weeks Bay National Estuarine Research Reserve  
11300 US 98  
Fairhope, AL 36532  
Office 251.928.9792  
Cell 251.490.8968

Weeks Bay Reserve is part of the Coastal Section, Lands Division, in the Alabama Department of Conservation and Natural Resources and a component of the National Oceanic and Atmospheric Administration, Office for Coastal Management, National Estuarine Research Reserve System. More information on the Reserve can be found at [www.weeksbayreserve.com](http://www.weeksbayreserve.com).

---

**From:** Lisa A. Hanks, MMC [mailto:[lisa.hanks@cofairhope.com](mailto:lisa.hanks@cofairhope.com)]  
**Sent:** Thursday, March 15, 2018 10:22 AM  
**To:** Shelton, Mike; Kim Burmeister  
**Cc:** Jimmy Conyers  
**Subject:** RE: FEAB Application - Horner

Please let me know if you have a recommendation for Jim Horner to be on the FEAB from the last meeting or not. Just trying to get the next agenda prepared.

Thanks,

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533  
251-928-2136  
251-990-0107 (Fax)

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**From:** Lisa A. Hanks, MMC  
**Sent:** Tuesday, January 30, 2018 3:37 PM