

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

MONDAY, 13 AUGUST 2018 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Lodging Tax – Jennifer Olmstead
2. Fairhope Substation Relocation Discussion – Richard Peterson
3. BBVA Procurement Card Program Ordinance Overview – Michael Hinson
4. Fairhope Docks and Lifts – Lynn Maser
5. Committee Updates
6. Department Head Updates/Grant Updates

Next Regular Meeting Monday, August 27, 2018 at 4:30 p.m. and Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 13 AUGUST 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 23 July 2018 Regular City Council Meeting, minutes of 23 July 2018 Work Session, and minutes of 23 July 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of Firethorne Development, LLC to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property is generally located at the south end of Hemlock Drive, Fairhope, Alabama. Tax PPIN: #366931 and #366945. The Village of Firethorne PUD. (Introduced at the July 23, 2018 City Council Meeting)
6. **Final Adoption** – An Ordinance to approve an Application from Coca Cola Bottling Company Consolidated for a Franchise Agreement to operate Beverage Vending Machines at the locations specified in Bid No. 001-018, Beverage Concession 2018; and it is to be in the best interest of the public and the City of Fairhope to grant this franchise. (Introduced at the July 23, 2018 City Council Meeting)
7. **Final Adoption** – Ordinance – An Ordinance repealing and replacing Ordinance No. 1331 known as the Impact Fee Ordinance. (Introduced at the July 23, 2018 City Council Meeting)
8. Ordinance – An Ordinance establishing a Municipal Procurement Card Program for Certain Officers and Employees of the City of Fairhope.
9. Resolution – That City Attorney Marcus McDowell and City Clerk Lisa Hanks are authorized to send a Request for an Attorney General’s opinion regarding Alabama law on the following questions:
 1. Act 2018-569 amended the Council-Manager Act of 1982 by adding the new Section 11-43A-1.1 permitting any Class 4, 5, 6, 7 or 8 municipality having a mayor-council form of government to adopt by resolution the council-manager form of government composed of either 5 or 7 council members, with the Mayor serving on the council and elected at large. The Act further permits the council in the resolution to specify whether the other council members will be elected at large or in single member districts. Prior to the passage of Act 2018-569, Section 11-43A-2 provided the exclusive means for a municipality to adopt the council-manager form of government which must be initiated by the filing of a petition of 10% or more of the voters who voted in the last general municipal election.

Pursuant to 11-43A-3 an election is mandated to be held within the municipality if the 10% threshold is met. If the council-manager form of government is adopted by a majority of voters, Section 11-43A-8(a) specifies that the council shall have 5 members consisting of a mayor and one council member elected at large and three council members elected from single member districts. Act 2018-569 did not amend or repeal Sections 11-43A-2 or 3 but there is a slight amendment to 11-43A-8(a). Does the petition process contained in the Council-Manager Act of 1982, as amended by Act 2018-569, permit the adoption of the council-manager form of government by petition to consist of council members elected at large as the legislature provided for in Section 11-43A-1.1 or does the petition process only to provide, pursuant to Section 11-43A-8(a) for election of councilmembers in single member districts?

2. If petitions submitted after adoption of Act 2018-569 do not specify whether council members will be elected at large or in single member districts are the petitions legally valid and due to be counted? If they are valid and due to be counted, how are councilmembers to be elected and when and how will that determination be made by the municipality?

10. Resolution – That Mayor Karin Wilson is hereby authorized to execute an Agreement between the City of Fairhope and the State of Alabama, acting by and through the Alabama Department of Transportation, for the installation, maintenance, and operation of a traffic signal at the intersection of U.S. 98 and South Drive in Fairhope, Alabama; and approves the funding of the painting upgrade of uprights and arms with a not to exceed amount of \$6,000.00.

11. Resolution – That the Fairhope City Council hereby authorizes Mayor Karin Wilson to negotiate a purchase price for 40 acres of property (Twin Beech area) available for the Recreation Department; and bring back to the City Council for approval and to authorize the use of Impact Fees for purchase.

12. Resolution – That the City Council approves the selection of MPACT Public Affairs Consulting to perform Public Relations Writing for various projects within the City for Economic and Community Development Department (RFQ No. PS029-18), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Goodwyn Mills Cawood, Inc. to perform Professional Engineering Services for Project 4: Fels Avenue Lift Station Rehabilitation for the Sewer Department (RFQ No. PS014-18) with a not-to-exceed amount of \$67,585.00.

14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Hummingbird & South to perform Professional Advertising and Public Relations for the Economic and Community Development Department (RFQ No. PS028-18) with a not-to-exceed amount of \$8,812.50.

15. Resolution – That the City Council rescinds Resolution No. 3122-18; and authorizes the purchase of Ten (10) Marine Pedestals for Fairhope Docks from HyPower (that serves two vessels per pedestal) with a total cost of \$11,524.88; and recommends budget amendment for same.

16. Resolution – To Award Bid to Redd Pest Solution of the S. E., Inc. for Pest Control 2018 for the City of Fairhope with a total bid proposal for an annual cost not to exceed \$13,768.04 (Bid No. 025-18).
17. Resolution – To Award Bid to Gaillard Builders, Inc. for Pool Building Façade Repair for the Recreation Department with a total bid proposal of \$155,936.00 (Bid No. 002-18).
18. Resolution – To Award Bid to Ammons & Blackmon Construction, LLC for Citywide Resurfacing & Striping Project for the Public Works Department with a total bid proposal of \$344,304.25 (Bid No. 026-18).
19. Resolution – That the City of Fairhope has voted to procure the City’s MUNIS Software Annual Maintenance for IT Department, from Tyler Technologies, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$45,361.07.
20. Resolution – That the City of Fairhope has voted to procure a 6,000 lb. Capacity Tier 4 Final Compliant Diesel Forklift for the Warehouse; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell’s bid process. The cost will be \$35,778.00.
21. Resolution – That the City Council hereby adopts to set the sequences for the appointment of an Interim Chief of Police and a Chief of Police for the City of Fairhope.
22. Resolution – That the City of Fairhope does hereby consent and agree to the transfer and assignment of Ricci Company, LLC d/b/a Shux on the Pier to David Mills and David Dearman.
23. Recommendation from the Recreation Board – That the City Council expend up to \$20,000.00 for acquisition and installation of a playground set at the Fairhope Soccer Complex, with the stipulation that the Fairhope Rotary Club will reimburse the City of Fairhope for the cost of the equipment itself. The equipment is available through the U. S. Communities Buying Group, so it doesn’t have to go out for bid. Equipment cost \$11,816.00, freight cost \$710.00, owner’s kit cost \$53.00, and installation cost \$6,695.00 for a total cost of \$19,274.00.
24. Request – Melissa Thompkins on behalf of the Fairhope K-6 Parent Teacher Corporation – Requesting permission to close the streets in downtown Fairhope on Saturday, February 2, 2019 from 6:00 a.m. to 10:00 a.m. for a 5K Run and 1 Mile Fun Run (“The Pirate Dash”) to raise money for the educational needs of the Fairhope Elementary and Fairhope Intermediate Schools, use of electricity and barricades; and to use Henry George Park for after Party.

25. Public Participation – (3 minutes maximum)
26. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 13, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 13, 2018 – Council Chambers**

Next Regular Meeting – Monday, August 27, 2018 - Same Time and Place

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 23 July 2018.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:06 p.m. The invocation was given by Reverend Matt McCollum, Pastor of Trinity Presbyterian Church, 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 23: An Ordinance repealing and replacing Ordinance No. 1331 known as the Impact Fee Ordinance; and an Appointment to the Harbor Board. He said an Executive Session will need to be added after Agenda Item Number 24 Public Participation.

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

Councilmember Robinson moved to approve minutes of the 9 July 2018, regular meeting; minutes of the 9 July 2018, work session; and minutes of the 9 July 2018, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Draft Budget was completed Friday and thanked Mike Hinson, Jill Cabaniss, and all Department Heads for their help;
- 2) Requested Council to review the Roundtable Discussion with Mike Hinson, Lisa Hanks, and Department Heads finding new ways to help with Budget items;
- 3) Mentioned new website and surplus items;
- 4) Also mentioned IT Director Jeff Montgomery and the AT&T billing error corrected;
- 5) Third Annual Back to School Red, White & Blue this past Saturday. Everyone enjoyed food and fun; and extra backpacks will be given out on July 26, 2018 at the Police Station. Mayor Wilson mentioned Chief Petties participating in the dunking booth;

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- 6) K-9 Seagan passed away who was partner with Officer Becky Woodruff;
- 7) Officer Mike Crittenden is retiring from the City of Fairhope.

Councilmember Robinson commented that the Back to School event was successful; and the water tank was dirty 2-1/2 hours into the event when Chief Petties was dunked.

Councilmember Conyers gave condolences to Office Becky Woodruff on the passing of Seagan.

Councilmember Brown said the Education Advisory Committee has a good meeting with the discussion being Special Tax District.

Council President Burrell stated concerns driving around town on weekends with signs in flowerbeds; i.e. realtors, garage sales, etc.; and would like for this to stop. The City has been named one of the "Prettiest Towns in Alabama." Mayor Wilson suggested taking a picture and send to her.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance zone the property of Firethorne Development, LLC to Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property is generally located at the south end of Hemlock Drive, Fairhope, Alabama. Tax PPIN: #366931 and #366945. The Village of Firethorne PUD. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planner Buford King explained the proposed ordinance; specifically, density, comprehensive plan, and preliminary plat. Steve Pumphrey was present to answer any questions on behalf of the property owner. He said these would be smaller lots with a separate homeowner's association.

Council President Burrell opened the Public Hearing at 6:25 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:25 p.m.

Councilmember Robinson questioned the higher density, but overall less dense. Mr. King replied this PUD is less than the weighted average of the surrounding areas.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 13, 2018 City Council meeting.

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A Public Hearing was held to consider a proposed ordinance for a Franchise Agreement operate Beverage Vending Machines at the locations specified in Bid No. 001-018, Beverage Concession 2018. Councilmember Robinson introduced in writing an ordinance to approve an Application from Coca Cola Bottling Company Consolidated for a Franchise Agreement to operate Beverage Vending Machines at the locations specified in Bid No. 001-018, Beverage Concession 2018; and it is to be in the best interest of the public and the City of Fairhope to grant this franchise. City Clerk Lisa Hanks explained the ordinance which was part of the Bid Award for Concessions. Council President Burrell questioned a franchise agreement in the Central Business District.

Council President Burrell opened the Public Hearing at 6:31 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:31 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the August 13, 2018 City Council meeting.

Council President Burrell explained the Utility Ordinances and increases. Councilmember Brown stated he was completely against raising rates; and there are other ways to fund the projects. Councilmember Brown moved to table Agenda Items Number 7, 8, 9, and 10: [Ordinances regarding the Utility Rates for Electric, Gas, Water, and Sewer], until the concerns of the residential and commercial customers are addressed. The motion was seconded by Councilmember Boone. Council President Burrell asked the City Council to approve these tonight. Mayor Wilson stated that rates have not been increased over eight years. After further discussion, motion passed by the following voice votes: AYE – Robinson, Conyers, Brown, and Boone. NAY - Burrell.

Councilmember Robinson introduced in writing Ordinance No. 1621, an ordinance to annex the property of Deborah Jean Jiles a/k/a Debra Jiles located at 19279 S. Ingleside Avenue, Fairhope, Alabama. 46-04-20-4-000-046.02. In order to take immediate action, Councilmember Brown moved for immediate consideration. Seconded by Councilmember Boone, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None. Councilmember Robinson then moved for final adoption of Ordinance No. 1621. Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

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Councilmember Conyers introduced in writing Ordinance No. 1622, an ordinance to amend Ordinance No. 1551; specifically, to Chapter 2, Article III, Boards and Committees, Section 2-184: Meetings of the Historic Preservation Committee, Fairhope Code of Ordinances. In order to take immediate action, Councilmember Conyers moved for immediate consideration. Seconded by Councilmember Brown, motion for immediate consideration passed unanimously by the following voice votes AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None. Councilmember Boone then moved for final adoption of Ordinance No. 1622. Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the Mayor and the City to enter into a Grant Agreement with the Federal Aviation Administration to “Construct Taxiway, east terminal area, Phase 3 (paving and lighting for 2,000 ± feet access taxiways and 1,100 ± feet parallel taxiway, and site utilities)” at the H. L. “Sonny” Callahan Airport. The FAA portion of the grant amount is up to \$3,255,318.00 - Project Number 3-01-0029-019-2018. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3131-18

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE,
ALABAMA, APPROVING AND AUTHORIZING THE MAYOR AND THE CITY TO
ENTER INTO A GRANT AGREEMENT WITH THE FEDERAL AVIATION
ADMINISTRATION FOR THE BENEFIT OF FAIRHOPE AIRPORT AUTHORITY
AND THE H. L. “SONNY” CALLAHAN AIRPORT**

WHEREAS, Fairhope Airport Authority (“Authority”) and the City of Fairhope, Alabama, as the Airport Sponsor under applicable Federal Aviation Administration (“FAA”) regulations, are pursuing the completion of substantial capital improvements to the east terminal area of the H. L. “Sonny” Callahan Airport at a total cost of approximately \$3,617,020.00; and

WHEREAS, on July 5, 2018 the United States of America, acting through the FAA, has offered to pay a maximum of \$3,255,318.00 to “Construct Taxiway, east terminal area, Phase 3 (paving and lighting for 2,000 ± feet access taxiways and 1,100 ± feet parallel taxiway, and site utilities)” at the H. L. “Sonny” Callahan Airport in Fairhope, being FAA AIP Grant Number 3-01-0029-019-2018 (“the Project”); and

WHEREAS, the purpose of this Grant Agreement is that the FAA will pay a ninety percent (90%) share of the allowable costs incurred in accomplishing the Project; and

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WHEREAS, the Authority has the required five percent (5%) match of \$180,851.00 set aside for the Sponsor's share of the allowable costs incurred in accomplishing the Project, and is prepared to pay the Sponsor's 5% share of the allowable costs; and

WHEREAS, the City has applied to the State of Alabama Department of Transportation for the remaining five percent (5%) match of \$180,851.00 for the funds required to complete the Project; and

WHEREAS, this offer of the FAA is contingent upon acceptance of the Grant Agreement in accordance with its terms, namely and including, among others, the FAA's *Airport Sponsor Assurances* (ver. 3/2014), included as pages 9-30 of the proposed Grant Agreement; and

WHEREAS, the Grant Application has been processed by the FAA with the named Sponsor to be the City of Fairhope, Alabama; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Fairhope, Alabama in a regular meeting of the City Council on July 9, 2018, that the terms and conditions of the FAA Grant Agreement (Project No. 3-01-0029-019-2018), including without limitation the Grant Assurances, are hereby ratified and approved by the City; that the Mayor (as the Sponsor's Authorized Representative) be and is hereby authorized to sign and execute the Grant Agreement (Part II – Acceptance), along with any other necessary and appropriate documents so that the City, as Sponsor, can receive the FAA grant funds of up to \$3,255,318.00 acting for and in behalf of the H. L. "Sonny" Callahan Airport and Fairhope Airport Authority; that following the execution of the Grant Agreement by the Mayor, the City Attorney is authorized (subject to his professional review and approval) to execute the "Certificate of Sponsor's Attorney" as part of the Grant Agreement; and following the full execution of the Grant Agreement as described above, the City Clerk shall deliver one fully executed copy of the Grant Agreement to the FAA in the manner specified by the FAA as soon as practicable, but not later than August 5, 2018.

Adopted this the 23rd day of July, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00. (Tabled at the July 9, 2018 City Council Meeting). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3132-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00.

Adopted on this 23rd day of July, 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 Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Fairhope, a contract, by and between the City of Fairhope and Emerald Coast Utilities Authority, in the amount of revenue or expense determined by a referenced market price index for recyclable commodities, by not to exceed \$5,000.00 on an annual basis on current market rate, for a period to begin September 1, 2018, and to expire on September 30, 2019, for the receipt and process of City of Fairhope recyclables as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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RESOLUTION NO. 3133-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Fairhope, a contract, by and between the City of Fairhope and Emerald Coast Utilities Authority, in the amount of revenue or expense determined by a referenced market price index for recyclable commodities, by not to exceed \$5,000.00 on an annual basis on current market rate, for a period to begin September 1, 2018, and to expire on September 30, 2019, for the receipt and process of City of Fairhope recyclables as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted on this 23rd day of July, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform a Visual Preference Survey for the Economic and Community Development Department (RFQ No. PS026-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$15,000.00; and to execute the associated contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3134-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform a Visual Preference Survey for the Economic and Community Development Department (RFQ No. PS026-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$15,000.00; and to execute the associated contract

Adopted on this 23rd day of July, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 July 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform On Call Professional Architectural & Urban Design for the Public Works Department (RFQ No. PS027-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$27,900.00; and to execute the associated contract. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3135-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform On Call Professional Architectural & Urban Design for the Public Works Department (RFQ No. PS027-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$27,900.00; and to execute the associated contract.

DULY ADOPTED THIS 23RD DAY OF JULY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Hummingbird & South to perform Professional Advertising and Public Relations for Economic and Community Development Department (RFQ No. PS028-18), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm. The motion was seconded by Councilmember Boone. Economic and Community Development Director Sherry-Lee Botop explained the need for sports tourism and branding with video campaign (30 second shots from Louisiana to Florida). Ms. Botop said this would look like a government seal with engagement from the community and City Council. Councilmember Conyers thanked her for the clarification. After further discussion, motion passed unanimously by voice vote.

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RESOLUTION NO. 3136-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Hummingbird & South to perform Professional Advertising and Public Relations for Economic and Community Development Department (RFQ No. PS028-18), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 23RD DAY OF JULY, 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 Council rescinds Resolution No. 3096-18 due to the inadvertent selection of Stewart Engineering, Inc.; approves the selection of G. W. Stewart d/b/a Stewart Engineering and Construction; and hereby authorizes Mayor Karin Wilson to execute a contract with G. W. Stewart to perform Professional Engineering Services for Electrical services at Fairhope Docks (RFQ No. PS023-18) with a not-to-exceed amount of \$8,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3137-18

WHEREAS, on the 11th day of June, 2018, the City of Fairhope adopted Resolution No. 3096-18; a resolution to approve the selection of Stewart Engineering, Inc. to perform Professional Engineering Services for Electrical services at Fairhope Docks (RFQ No. PS023-18), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm; and

WHEREAS, after the negotiation of a fee schedule, and establishing a not-to-exceed limit with of G. W. Stewart d/b/a Stewart Engineering and Construction, it was determined that we inadvertently selected Stewart Engineering; and it is in the best interest of the City to rescind Resolution No. 3096-18; and

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WHEREAS, the City is desirous to select the correct firm G. W. Stewart d/b/a Stewart Engineering and Construction to perform Professional Engineering Services for Electrical services at Fairhope Docks.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council rescinds Resolution No. 3096-18 and approves the selection of G. W. Stewart d/b/a Stewart Engineering and Construction.

BE IT FURHTER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with G. W. Stewart d/b/a Stewart Engineering and Construction to perform Professional Engineering Services for Electrical services at Fairhope Docks (RFQ No. PS023-18) with a not-to-exceed amount of \$8,000.00.

DULY ADOPTED THIS 23RD DAY OF JULY, 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 certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] receiving bids for such property (via GovDeals) sold to the highest bidder; provided, however, that the City Council shall have the authority to reject all bids, when, in its opinion, it deems the bids to be less than adequate consideration for the personal property; [2] sold for scrap or recycle at the highest offered value; and [3] disposal via landfill. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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RESOLUTION NO. 3138-18

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 LISTS AND PHOTOGRAPHS OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 23RD DAY OF JULY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

23 July 2018

FOURTH QUARTER SURPLUS LIST				
RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	1 SLIDE & METAL FRAME PLAY GROUND			
GOV DEAL	E71 AIR COMPRESSOR			EA2100138
GOV DEAL	AQUA RESLIN DISPENSOR UNIT 120 VOLT			1764
DISPOSE	BROKEN OFFICE FURNITURE (10 CHAIRS)			
GOV DEAL	2 DESK			
DISPOSE	1 SMALL REFRIDGERATOR			
DISPOSE	2 COMMERCIAL REFRIDGERATORS			
GOV DEAL	15 BUOYES			
GOV DEAL	21 ANCHORS			
GOV DEAL	4 CASES USED CF LIGHT FIXTURES			
GOV DEAL	RAYMOND ELECT LIFT TRUCK			EAS1-96-AA-157 60
GOV DEAL	SURPLUS TIRE-OLD STOCK-OLD FLEET			
DISPOSE	ONE BOX OLD PHONES			
DISPOSE	1-57' HOUSE BOAT (NO GOOD HOLES IN HULL)			
DISPOSE	1-18' STARCRAFT BOAT (NO GOOD HOLES IN HULL)			
GOV DEAL	UNIT 513 F 250 EXT CAB	311,979.00	1999	1FDNX20F7XE474560
GOV DEAL	UNIT 552 F 250 EXT CAB	297,466.00	1999	1FDNX20F0XE474559
GOV DEAL	UNIT 018 COLORADO	162,976.00	2006	1GCCS14X05X8204160
GOV DEAL	UNIT 121 CROWN VICTORIA		2007	2AFAP71WX7X134467
GOV DEAL	UNIT 01060 MALIBU	63,921		1G12ASE08AF192043
GOV DEAL	JOHN DEERE REAL MOWER 3235C		2007	TC3235CC040176
GOV DEAL	AVON BOAT 17' 115 YAMAHA		2002	AVB274271999 MOTOR F115TXRB
GOV DEAL	HONDA GENERATOR E500ES			
GOV DEAL	F 250 TRUCK TOOL BED			
GOV DEAL	F 250 TRUCK TOOL BED			
GOV DEAL	4 SHO ME MICRO THIN BLUE LIGHTS			
GOV DEAL	4 WHEEL DECK LIGHTS (BLUE)			
GOV DEAL	1 WHEEL DASH KING BLUE LIGHTS			
GOV DEAL	1 DASH STROBE LIGHT			
GOV DEAL	1 INTERIOR ROOF MOUNT LIGHT			
GOV DEAL	1 WHEEL VISOR LIGHT (BLUE)			
GOV DEAL	1 FEDERAL SIGNAL INTERIOR STROBE			
GOV DEAL	1 WHEEL SMART LINE LIGHT			
GOV DEAL	2 PATROL CAR SPOT LIGHTS (ONE WITH INTERIOR HANDLE)			
GOV DEAL	3 CONSOLE REST ARMS			
GOV DEAL	5 RAM MOUNT COMPUTER STANDS			
GOV DEAL	5 RAM LAPTOP TRAYS			
GOV DEAL	2 SLANTED CONSOLES WITH MOUNTING BASE			
GOV DEAL	7 CROWN VIC CUP HOLDERS, LIGHTER PLUG SLIDE OUT STORAGE TRAYS			
GOV DEAL	3 ROOF MOUNT ANTENNAS			
GOV DEAL	1 FEDERAL SIGNAL SPEAKER WITH NO MOUNTING BRACKET			
GOV DEAL	2 SMALL LIGHTS (NO BRAND FOUND)			
GOV DEAL	2 DYNAMX SIREN SPEAKERS (ONE HAS MOUNTING BRACKET)			
GOV DEAL	1 CUP HOLDER FOR CONSOLE			
GOV DEAL	3 ROOF MOUNTED LIGHT BARS			
GOV DEAL	1 METRO LITE SUPERIOR SIGNAL INC. POWER SUPPLY			
GOV DEAL	2 FEDERAL SIGNAL LIGHT CONTROLLERS			
GOV DEAL	1 FEDERAL SIGNAL SMART SIREN CONTROLLER			
GOV DEAL	1 MOTOROLA MIC			
GOV DEAL	2 MOTOROLA MARA TRAC-SIREN CONTROLLER			
GOV DEAL	1 BEE RADAR SYSTEM WITH MOUNTING BRACKET & 1 ANTENNA			
GOV DEAL	1 SHO-ME SIREN POWER CONTROLLER			
GOV DEAL	1 SHO-ME POWER SUPPLY			
GOV DEAL	1 NEBULA STROBE POWER SUPPLY			
GOV DEAL	1 SHO-ME HEADLIGHT FLASHER			
GOV DEAL	1 FEDERAL SIGNAL ELECTRONIC SIREN			
GOV DEAL	1 PREDATOR INTERIOR LIGHTBAR			
GOV DEAL	1 STREAMLIGHT LITE BOX			
GOV DEAL	5 BULK PALLETS of ANTIQUATED COMPUTER COMPONENTS			
GOV DEAL	2 BULK PALLETS of ANTIQUATED COMPUTER PRINTERS			
SCRAP	1 STAGE 4X8 22 SECTIONS			GOV DEAL
GOV DEAL	UNIT 119 CROWN VIC		2008	2FAFP71V7BX161988
GOV DEAL	UNIT 804 WHIRL WIND SWEEPER		2003	49HAADB43DK98887

23 July 2018

ITEMS FOR RESALE:

- 4 Sho-Me Micro Thin Blue Lights
- 4 Wheelen Deck Lights (Blue)
- 1 Wheelen Dash King Blue Lights
- 1 Dash Strobe Light
- 1 Interior Roof Mount Light
- 1 Wheelen Visor Light (Blue)
- 1 Federal Signal Interior Strobe
- 1 Wheelen Smart Line Light
- 2 Patrol Car Spot lights (one with interior handle)
- 3 Console Rest Arms
- 5 Ram Mount Computer Stands
- 5 Ram Laptop Trays
- 2 Slanted Consoles with mounting base
- 7 Crown Vic cup holders and lighter plug slide out storage trays
- 3 Roof Mount Antennas
- 1 Federal Signal Speaker with no mounting bracket
- 2 Small Lights (No brand found)
- 2 Dynamax siren speakers (one has mounting bracket)
- 1 Cup holder for console
- 3 Roof Mounted Light Bars
- 1 Metro Lite Superior Signal Inc. Power supply
- 2 Federal Signal Light Controllers
- 1 Federal Signal Smart Siren Controller
- 1 Motorola Mic
- 2 Motorola Mara Trac- Siren Controllers
- 1 Bee Radar System with mounting bracket and one antenna
- 2 Sho-Me Siren power Controllers
- 1 Sho-Me power Supply
- 1 Nebula Strobe Power Supply
- 1 Sho-Me headlight Flasher
- 1 Federal Signal Electronic Siren
- 1 Predator Interior Lightbar
- 1 Streamlight Lite-Box

23 July 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to CrowderGulf, LLC for Disaster Debris Removal and Disposal Contract (Bid No. 020-18); and allow Bid No. 009-17 to expire on August 8, 2018. This contract had to be re-bid due to federal procurement guideline requirements. The motion was seconded by Councilmember Robinson. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 3139-18

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 the Disaster Debris Removal and Disposal Contract (Bid Number 020-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] Bid No. 009-17, Disaster Debris Removal and Disposal 2017, was executed by and between the City of Fairhope and D&J Enterprises, Inc. on August 8, 2017 and will expire on August 8, 2018. The City has chosen to re-bid this contract due to federal procurement guideline requirements.

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

Please see attached Bid Tabulation for the
Disaster Debris Removal and Disposal Contract

[4] After evaluating the bid proposals with the required bid specifications, CrowderGulf, LLC, is now awarded the bid for the Disaster Debris Removal and Disposal Contract, as needed after disaster, based on per unit cost as specified in Bid Tabulation; and to allow Bid No. 009-17 to expire on August 8, 2018.

Adopted on this 23rd day of July, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 July 2018


Item Description	Quantity	Unit Price	Subtotal	EST. QUANTITIES SERVICES, LLC 590 State Road 411, Mooresville, NC 28115	PER INTERLOCKS, INC. 14000 E. 10th St., Charlotte, NC 28203	EST. QUANTITIES SERVICES, LLC 590 State Road 411, Mooresville, NC 28115	EST. QUANTITIES SERVICES, LLC 590 State Road 411, Mooresville, NC 28115
Removal of existing concrete curb and gutter on 10' x 10' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 12' x 12' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 14' x 14' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 16' x 16' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 18' x 18' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 20' x 20' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 22' x 22' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 24' x 24' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 26' x 26' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 28' x 28' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 30' x 30' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 32' x 32' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 34' x 34' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 36' x 36' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 38' x 38' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 40' x 40' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 42' x 42' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 44' x 44' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 46' x 46' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 48' x 48' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 50' x 50' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 52' x 52' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 54' x 54' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 56' x 56' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 58' x 58' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 60' x 60' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 62' x 62' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 64' x 64' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 66' x 66' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 68' x 68' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 70' x 70' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 72' x 72' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 74' x 74' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 76' x 76' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 78' x 78' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 80' x 80' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 82' x 82' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 84' x 84' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 86' x 86' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 88' x 88' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 90' x 90' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 92' x 92' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 94' x 94' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 96' x 96' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 98' x 98' sidewalk	100.00	\$100.00	\$10,000.00				
Removal of existing concrete curb and gutter on 100' x 100' sidewalk	100.00	\$100.00	\$10,000.00				
Subtotal			\$1,127,280.00	\$1,673,200.00	\$9,219,400.00	\$10,185,000.00	\$11,500,000.00

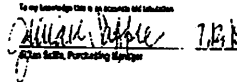
Emergency Road Clearance
 The following items shall be listed on a log and incident logs according to the
 following standards:
 1. The contractor shall provide a log of all items removed and the location of the items.
 2. The contractor shall provide a log of all items removed and the location of the items.
 3. The contractor shall provide a log of all items removed and the location of the items.
 4. The contractor shall provide a log of all items removed and the location of the items.
 5. The contractor shall provide a log of all items removed and the location of the items.
 6. The contractor shall provide a log of all items removed and the location of the items.
 7. The contractor shall provide a log of all items removed and the location of the items.
 8. The contractor shall provide a log of all items removed and the location of the items.
 9. The contractor shall provide a log of all items removed and the location of the items.
 10. The contractor shall provide a log of all items removed and the location of the items.

23 July 2018

Proposed Description	Unit of Measure	Quantity	B & J ENTERPRISES, INC. Lee Road 94 34913	3430 Auburn, AL	DIC EMERGENCY SERVICES, LLC 8371 Bryce Pond Station Anniston, AL 36825	CHOWDER GROUP Business Parkway 34379	6423 Thomasville, AL	SRK ENTERPRISES, INC. Lynch Rd 34389	684 Lebanon, TN 37041	CEPAC ENVIRONMENTAL SERVICES, INC. 3810 Professional Parkway, E Anniston, AL 36410	Business Emergency Purchase			
Concrete mixer	Hourly		\$32.00	\$63.00	\$75.00	\$75.00	\$60.00	\$60.00	\$60.00	\$120.00				
Excavator with back, grade & side	Hourly		\$38.00	\$70.00	\$70.00	\$65.00	\$72.00	\$72.00	\$72.00	\$140.00				
Personnel with back, grade & side	Hourly		\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00				
Compaction Control Inspector with vehicle, grade & side	Hourly		\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00				
Inspector with vehicle, grade & side	Hourly		\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00				
Crusher with rock	Hourly		\$45.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$110.00				
Crusher with asphalt	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Asphalt & concrete	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Public Ambulance Disposal	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Coverage for Crew	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Transporter	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Public Participation	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Industrial Waste, Remediation & Removal Crew	Hourly		\$35.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$60.00				
Industrial Waste/Removal	Hourly		\$75.00	\$170.00	\$140.00	\$140.00	\$140.00	\$140.00	\$140.00	\$220.00				
Price for Manhole - Purchased, Painted and Lined	Once Each		\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00				
Public														
<p>1. The Department, either and/or initial rates are shown are for bids requested by the Department are not covered by the rates (our rates) for material, labor, insurance and overhead.</p> <p>2. Shows, some or all of the items required, not to be required. Contractor will submit sufficient numbers or each type of item equipment as available to meet the needs for a particular situation.</p> <p>Contractor has access and materials for any other equipment that might be required and will</p>														
			\$450.00	\$450.00	\$1,020.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00	\$1,120.00				
VEHICLE														
TOTAL UNIT COSTS														
Competition Qualifications and Type			Total in Competition numbers			Total in Competition numbers			Total in Competition numbers					
TOTALS being awarded last number for comparison			\$21,188.80	\$2,347,428.00	\$13,803.85	\$2,763,008.00	\$14,437.46	\$2,758,008.00	\$18,388.32	\$2,204,228.00	\$18,537.25	\$2,114,936.80	\$22,148.85	\$2,648,158.00
WEIGHTED EVALUATION														
Vendor	Price/Value Purchasing Manager	Weighted Bidder Public Works Director	Bids Under Bid/Value Bidder Public Works Director	Other Bids/Value Ass. Public Works Director	Total Weighted Average									
Regions One Waste Services	87.5	64.9	76.7	48.9	67.3									
DIC Emergency Services	82.5	65.8	73.9	73.2	69.8									
CEPAC Environmental Services, Inc.	85.5	68.2	74.5	53.9	68.4									
Chowder Group	81.5	68.0	75.2	76.8	69.1									
SRK Enterprises, Inc.	79.5	67.5	73.8	72.8	67.8									
Crusher E of	85.5	68.0	73.8	62.8	69.8									

Recommendation Award to Chowder Group


Richard Johnson PE
Director of Public Works
7/23/2018

To my knowledge this is an accurate bid evaluation

Alan Sells, Purchasing Manager
7/23/18

Richard Johnson explained the criteria used in the process of the bid selection: Ivan Event, Past Litigation (5-years), Capitalized Investment, Equipment Availability, and Local Preference.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby repeals Resolutions No. 2153-13, No. 2093-13, No. 452-03, and No. 301-89; and hereby establishes a Recycling Committee for the City of Fairhope and Rules to govern its operation. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

23 July 2018

RESOLUTION NO. 3140-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby repeals Resolutions No. 2153-13, No. 2093-13, No. 452-03, and No. 301-89; and hereby establishes a RECYCLING COMMITTEE for the City of Fairhope and the following rules are set forth to govern its operation:

MISSION - To optimize the recycling of trash in Fairhope.

FUNCTION - The Recycling Committee shall evaluate and make recommendations to the City Council and Mayor on ways and means of recycling trash.

MEMBERSHIP - The Recycling Committee shall consist of up to seven (7) members: up to five (5) members appointed by the City Council, one (1) city council-member the Council Liaison, and one (1) City employee, the Sanitation Supervisor.

APPOINTMENT MEMBERSHIP - Appointed members shall be residents of the City of Fairhope. A vacancy in the appointed membership shall be filled on application by a resident, followed by recommendation by the committee membership, followed by appointment by the City Council. An appointed member absent from six (6) regular meetings in a year shall have resigned their appointment. Appointed members shall be removable for cause by the Mayor or the Council.

RULES OF PROCEDURES:

- A. The Committee shall elect a Chairperson, an Acting Chairperson to serve in the absence of the Chairperson, and a Secretary. Each will serve for one year or until re-elected or until a successor is elected.
- B. All meetings shall be open to the public.
- C. The minutes of meetings shall be recorded by the Secretary, promptly drafted, and provided to the City Clerk when drafted and when approved by the Committee for recording.
- D. Roberts Rules of Order shall apply to committee procedure with the following differences:
 1. Members are not required to obtain the floor before making motions or speaking, which they can do while seated.
 2. Motions need not be seconded.
 3. A member may speak more than twice to a question and motions to close or limit debate are allowed.
 4. Informal discussion of a subject is permitted while no motion is pending.
 5. The chair can speak in discussion, make motions, and vote on questions.
 6. When a proposal is clear to all present, a vote can be taken without a motion having been introduced.

ADOPTED ON THIS 23RD DAY OF JULY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 July 2018

Councilmember Conyers moved to appoint Jill Godard, LisaMarie Atchley, and Gabriel Gold-Vukson to the Historic Preservation Committee for a 3-year term which will expire July 2021. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing an ordinance to repeal and replace Ordinance No. 1331 known as the Impact Fee Ordinance. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 13, 2018 City Council meeting.

Councilmember Boone moved to appoint Chris Cunningham to replace Robert "Bob" Watts to the Harbor Board. The term will expire October 2021. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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

- 1) John Manelos, 104 White Avenue, addressed the City Council regarding polluting of our Bay. He mentioned meeting with the Mayor and that Councilmember Boone filing a complaint against her with the District Attorney regarding the petition for Council-Manager form of government. The Courier had an article which cited several Attorney General opinions and a Supreme Court ruling in response to the complaint. Mr. Manelos said he hopes for more turning of the cheek.
- 2) Bob McLeod, 106 Par Circle, addressed the City Council regarding the rate increases; and requested them to look for alternate ways for paying for infrastructure instead of increased rates.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code § 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 30 to 45 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Exited the dais at 7:26 p.m. Returned at 8:05 p.m.

23 July 2018

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:05 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

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

The City Council met in a Work Session at 4:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 23 July 2018.

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

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

The following topics were discussed:

- The Discussion of the Negative Impact of Single Use Straws was presented by Kate Murray who read the attached handout. Council President Burrell commented that she was a wonderful speaker and gave the cost of straws. He asked staff to research any ordinances and how other Cities dealt with this issue. The City Council applauded Ms. Murray’s mission; and thought this should be a grass roots issue.
- The Discussion on Installation of Seasonal LED Lights was next on the agenda. Purchasing Manager Jillian Saffle explained the need to stay with the present vendor due to time constraints. Operations Manager Richard Peterson also stated it was too late to rebid and explained the use of the sealed lights that are good for three years. Councilmember Conyers questioned labor and possibility of employing two or three people for this task. Councilmember Robinson said employees told him they were disappointed without getting the overtime. Council President Burrell questioned using seasonal employees. Public Works Director Richard Johnson said we need to identify labor pool and equipment. Councilmember Boone reminded everyone that we had a storm last year and a crew was sent to help from our Electric Department.
- Midtown Medical Clinic Board Discussion was presented by Bob Mannich. He explained the need to close out the account and dissolve the Board, but the City Council needs to appoint members. Mr. Mannich said there was approximately \$117,743.00 in the account at this time.
- The Yacht Club and Channel Dredging Discussion was discussed next by Public Works Director Richard Johnson and Ellis Ollinger with the Yacht Club. Mr. Johnson stated we are checking with our attorney on public good and public need; and make sure no issues with any Public Works Bid Law. The City Council questioned additional work being added to the dredging and why Fly Creek was not included in this project.

Work Session
Monday, 23 July 2018
Page -2-

- The Impact Fee Recommendation for updating our Impact Fee Ordinance was presented by Building Official Erik Cortinas and Ben Griffin with TischlerBise, Inc. Mr. Cortinas went over all of the new fees and explained the one percent and State law. He also went over the changes to the ordinance which was requested to be at least introduced at the Council meeting. Councilmember Brown asked how these fees were derived. Ms. Griffin went over the process for these fees and percentages. Councilmember Brown also questioned the calculation and credits; and said bedrooms should be used across the board.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:56 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

I want to thank Mayor Wilson and City Council for giving me the opportunity to speak about the negative impact that single use straws are having on the environment.

My name is Kate Murray and I have been a Fairhope resident all my life. I have lived within walking distance to the bay and like many of you, I have enjoyed fun filled activities such as: Kids Fishing day at Weeks Bay, and Earth Day at the Fairhope Pier. These events have shaped me into the young adult I am today and I believe that every child should have the opportunity to experience them. However, if the environmental crisis continues these events will not exist. In addition, these single use plastic straws are detrimental to oceans and the sea creatures that live there. Each year, sea turtles and other sea animals are ingesting more and more plastic that is killing them in tremendous numbers. We as a community can make a difference and help create an environmentally cautious town that will benefit us all.

I am here today to respectfully urge the City of Fairhope to consider banning single use straws in our community. Establishments with the need for these supplies have numerous eco-friendly alternatives that can be used. For example, paper straws rigid enough to NOT break down in your drink, bamboo straws, AND a more favorable option, bendable stainless steel straws. These alternatives are manufactured from practical and sustainable materials allowing them to be used time and time again.

I knew I had to take action in this matter after reading an article titled "A Moment on the Lips, a Lifetime in the Landfill". In America alone, 500 MILLION straws A DAY are being thrown away in our landfills. And they do not go away. There are only 10 cities in California that have taken responsibility and have recently created a city ordinance that bans plastic straws. Only five other states have single use straw bans in a couple of their cities.

I want to take the initiative and request a community viewing of the documentary "STRAWS," by Linda Booker. Booking a screening of STRAWS in our community will bring people together to start a movement about ending plastic straw use.

If you are interested in the film you can watch a short trailer that gives a brief history on the origin of the straw and how it is a huge contributor to landfill pollution and the destruction of sea life.

There are simple and easy ways that you, as an individual, can start making a difference. When dining out, refuse the plastic straw with your drink, if you order takeout and are going home to eat, refuse the plastic cutlery. I personally have started making a change by carrying these eco-friendly paper straws in my mom and dad's car, so I have one handy, when I refuse a straw at the fast food drive thru.

The change starts with us. By refusing this single use plastic straw, not only are we saving one more straw from ending up in our oceans and landfills but we are also letting the culture of that restaurant shift. I have spoken to local restaurants and they are willing to pledge against the use of plastic straws. I do believe, our community as a whole, will be receptive to this change, but we need to bring awareness to our community members. I did not give it much thought until I picked up that magazine. The HALF A BILLION number of plastic straws A DAY in America alone is what blew me away!!

I am confident that you will agree of the urgency to take action on this matter and that in the near future the screening of the documentary "STRAWS" will be viewed by our community and a conversation will get started.

Fairhope has already been voted one of the best cities in the country to live in, let's put it on the map again by making it the first city on the Eastern Shore that pledges to ban single use straws.

Thank you Mayor and City Council for giving me the time to speak about this environmental topic that impacts not only Fairhope but the world.

Strawsfilm.com → Documentary

Fun Fact: August 14, 2006, Fairhope took the initiative to ban city smoking in Baldwin County (ordinance No. 1311)

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
On Monday, 23 July 2018.

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

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

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

**AN ORDINANCE AMENDING ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Firethorne Development, LLC generally located at the south end of Hemlock Drive, Fairhope, Alabama.

The Village at Firethorne PUD

PPIN #: 366931 and 366945

Legal Description: (Case number ZC 18.03)

BEGINNING AT A ONE AND ONE-HALF INCH PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 524.83 FEET; THENCE RUN NORTH 51 DEGREES 17 MINUTES 31 SECONDS EAST, A DISTANCE OF 172.07 FEET; THENCE RUN 00 DEGREES 21 MINUTES 59 SECONDS EAST, A DISTANCE OF 570.80 FEET TO A POINT ON THE SOUTH MARGIN OF GREENBRIAR AT FIRETHORNE PHASE THREE, AS SHOWN BY MAP OR PLAT THEROF RECORDED AT SLIDE 2612-F, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 391.04 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 17 SECONDS EAST, A DISTANCE OF 17.45 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 663.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 6.27 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

1. **That**, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.

Ordinance No. _____

Page -2-

2. **That**, the following development regulations shall govern:

Lots: There shall be 20 lots.

Use: Lots shall be single family residential.

Setbacks: Front – 25’, Rear – 30’, and Side – 5’.

Lot Coverage: Maximum lot coverage for the principal structure shall be 40% and an accessory shall be no more than 25% of the “required” rear yard.

Building Height: Maximum building height shall be 35’.

Accessory Structure Separation: Between structures – 10’, Side and Rear property lines – 5’

The property is hereby initially zoned Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 6.27 Acres
- If property is occupied, give number of housing units None
- Number of Persons residing in each unit, and their race None
- If property is unoccupied, give proposed use Single family lots
- If property is being developed as a subdivision, give subdivision name
Village at Firethorne
Proposing to modify existing Firethorne PUD add this property.
- Number of lots within proposed subdivision 20 lots *JAN*

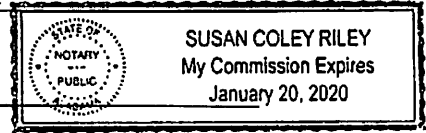
I, Susan C. Riley a Notary Public in and for said State and County, hereby certify that Nathan L. Cox whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 22nd day of January, 2018.

(Seal)

Susan C. Riley
Notary Public

My commission expires _____



I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____.

(Seal)

Notary Public

My commission expires _____

I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this _____ day of _____, 20____.

(Seal)

Notary Public

My commission expires _____

EXHIBIT "A"

BEGINNING AT A ONE AND ONE-HALF INCH PIPE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE NORTH 89 DEGREES 47 MINUTES 32 SECONDS WEST, A DISTANCE OF 524.83 FEET; THENCE RUN NORTH 51 DEGREES 17 MINUTES 31 SECONDS EAST, A DISTANCE OF 172.07 FEET; THENCE RUN NORTH 00 DEGREES 21 MINUTES 59 SECONDS EAST, A DISTANCE OF 570.80 FEET TO A POINT ON THE SOUTH MARGIN OF GREENBRIAR AT FIRETHORNE PHASE THREE, AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2612-F, BALDWIN COUNTY PROBATE RECORDS; THENCE RUN NORTH 89 DEGREES 55 MINUTES 20 SECONDS EAST, ALONG SAID SOUTH MARGIN, A DISTANCE OF 391.04 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 17 SECONDS EAST, A DISTANCE OF 17.45 FEET; THENCE RUN SOUTH 00 DEGREES 21 MINUTES 59 SECONDS WEST, A DISTANCE OF 663.38 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 6.27 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.



City Council

July 2018

Case: ZC 18.03 The Village at Firethorne PUD

Project Name:
The Village at Firethorne PUD

Owner:
Nathan Cox, Ralph Reynolds,
Davis Pilot, Billy Stimpson,
Sands Stimpson, and
Tom Gross

Site Data:
Number of lots: 20 Lots
Total Acreage: 6.27 Acres

Project Type:
Rezoning Request from
*Unzoned, Unincorporated
Baldwin County*
to
Planned Unit Development

PPIN Number:
366931

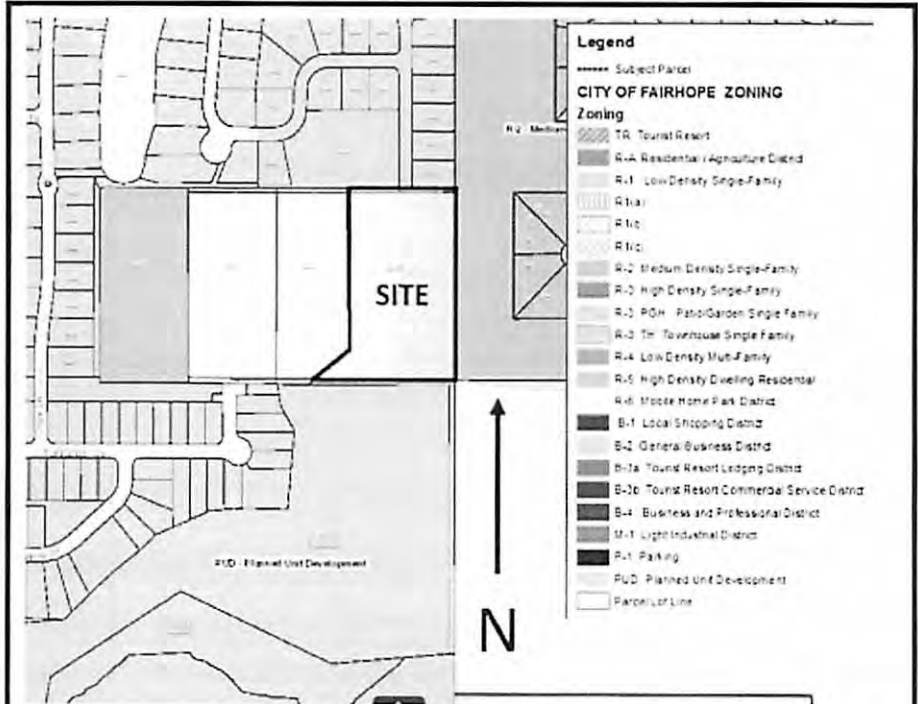
General Location:
North side of Twin Beech Rd.
½ half mile east of St Hwy 181

School District:
Fairhope Elementary, Middle,
and High Schools

Engineer of Record:
Dewberry/Preble-Rish, LLC

Report prepared by:
J. Buford King, City Planner

Recommendation:
APPROVAL



Summary of Request:

The applicant is seeking conditional annexation and rezoning of 20 parcels comprising approximately 6.27 acres from unzoned Baldwin County to a Planned Unit Development (PUD). The subject property is located at the south end of Hemlock Drive (Firethorne Subdivision). The properties immediately adjacent to the subject property are zoned as follows:

- To the north- PUD (Firethorne Subdivision)
- To the south- PUD (North Village at Stone Creek Subdivision)
- To the west- unzoned property
- To the east- R-2 Medium Density Single Family District (Quail Creek)

Comments:

The *City of Fairhope Zoning Ordinance*, Article III.A. provides the following purpose for the requested zoning of the subject property:

PUD Planned Unit Development: This district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs.

The *City of Fairhope Zoning Ordinance*, Article VI. Section A.4. further defines the requirements of Planned Unit Development (PUD):

Ordinance and Site Plan Required – Each Planned Unit Development shall have an Ordinance that establishes the development of regulations for the district. In approving a Planned Unit Development, the ordinance shall reference the site plan, which shall prescribe development standards. The site plan after approval shall become part of the amending ordinance. All development shall be in conformance with the approved Site Plan and development regulations.

The site data table included with the supporting documents of subject application includes the proposed dimensional standards summarized in the table below:

Case # ZC 18.02 Proposed PUD Dimensional Standards

<i>District</i>	<i>Min. Lot Size</i>	<i>Min. Lot Width</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Max. Lot Coverage</i>	<i>Max. Building Height</i>
PUD	7,500 sf	50'	25'	30'	5'	40%	35'

The requested PUD for the subject property reflects the dimensional standards shown above. In addition, 5' rear and side setbacks are required for any accessory structures located on the residential lots within the PUD. Any accessory structures must be behind the rear building line of the principle structure, maintain 5' separation from the principle structures, and have lot coverage of no more than 25% of the required rear yard for each lot.

School Student Analysis:

The proposed amended PUD master plan for The Village at Firethorne contains 20 additional single-family lots. Applying the student yield factors (SYF) provided by the Baldwin County Board of Education listed below, the development is expected to generate 8.97 (23 x 0.39) elementary school students, 2.53 (23 x 0.11) middle

school students and 3.91 (23 x 0.17) high school students above and beyond that of the existing Firethorne Development.

Development Name	Application Type	Housing Type	Total Units	Attendance Zone	SYF	Expected Number of Students
	PUD request	SF		Fairhope Elementary	0.39	8.97
" "	" "	"	"	Fairhope Middle	0.11	2.53
" "	" "	"	"	Fairhope High	0.17	3.91
Total Students						15.41

Allowable Uses:

The applicant provided a project narrative for the requested PUD amendment which explained the proposed development is essentially an extension of the existing Firethorne PUD, which contains "single family residential" as the use type. No other use types above and beyond single family residential is indicated in the applicant's PUD request narrative.

Zoning History of Nearby Properties:

Case number ZC 04.10 was a request of Volkert and Associates on behalf of Rance Rheel for a zoning change from unzoned Baldwin County to Planned Unit Development (PUD) for **Stone Creek**, conditioned on annexation into the City of Fairhope. The 174 acre development is generally located along State Highway 181 near the intersection of HWY 181 and Twin Beech Road (Baldwin County Road 44). The PUD consists of 226 residential lots and 4 commercial lots. Lot sizes range from 7,000 sf to 1 acre, with the majority of the lots in the 13,000sf to 18,000sf size. Residential over commercial is allowed in the commercial areas, as well as 35 condominium units in the commercial areas. The minimum lot width shown on the site plan exhibit is 50', with setbacks varying depending upon lot size. Maximum lot coverage is 60% and 50% for residential and commercial lots, respectively with maximum building heights of 35' and 40' for residential and commercial structures, respectively. The Fairhope City Council approved the re-zoning/annexation request on December 27, 2004.

Case number ZC 14.04 was a request of Prebble-Rish, LLC on behalf of Chapel Farm, LLC for an amendment to the **Stone Creek PUD**, original case number ZC 04.10. The Stone Creek PUD is generally located along State Highway 181 near the intersection of HWY 181 and Twin Beech Road (Baldwin County Road 44). The justification for the PUD amendment was based upon future ALDOT right-of-way acquisition of portions of commercial lots 1-3 in the original PUD. The PUD amendment requested commercial lots 1-3 be converted to 13 residential lots, with commercial lot 4 to remain but with 18 condominium units in lieu of the 35 condo units included in the original PUD. The PUD amendment also reflected a corrected lot count of 264 units, and a corrected acreage of 177.20 acres (*approximately 1.49 units per acre density*). All other components of the original PUD remain as approved in case number ZC 04.10. The Fairhope City Council adopted the PUD Amendment at their May 27, 2014 regular meeting. The dimension standards of the Amended Stone Creek PUD are summarized in the excerpt from the

PUD amendment site data table below (lots 252-264 are the 13 new residential lots created from the area previously platted as commercial lots 1-3):

SITE DATA

1. Total acreage is 177.20 ac.
2. Total number of lots is 264
proposed density is 1.49 units per acre
3. Total amount of common area is 21.96 ac.
4. This site is located Section 26, T6S, R3E.
5. Proposed Building Setbacks:
 - Lots 1–22, 34–46, 65–126, 164–204, 221–251
 - Front – 30'
 - Rear – 20' (5' off wetlands on Lots 34–43 &
30' off wetlands on Lots 90–99)
 - Side – 10'
 - Street Side – 20'
 - Lots 23–33, 47–64, 127–163, 252–264
 - Front – 20'
 - Rear – 20'
 - Side – 5'
 - Lots 205–220
 - Front – 15'
 - Rear – 20'
 - Side – 5'
 - Commercial Lot 1
 - Front (Facing Alabama Hwy. 181) – 20'
 - All Other Sides – 10'
 - Swim & Tennis Area –
10' Setback at Perimeter

Case number ZC 14.05 was a request of Prebble-Rish, LLC on behalf of Ralph Reynolds, Davis Pilot, Billy Stimpson, Thomas Gross, and Nathan Cox to establish an initial zoning of **Firethorne Planned Unit Development (PUD)** concurrent with conditional annexation into the City of Fairhope. The 126.37 acre development is generally located along the east side of State Highway 181 south of Quail Creek Drive, between Quail Creek and State HWY 181. The PUD consists of 228 residential lots, for a *density of approximately 1.8 units per acre*. Approximately 83 lots are 15,000sf in size, with the smallest lot at 14,422sf and the largest lot at 31,800sf. The average lot size is 17,000sf with setbacks as follows: 35' front, 35' rear, 10' side, and 20' sides street. Maximum lot coverage is 40%, with accessory structures no more than 25% of the required rear yard. The maximum building height for the development is 35'. The Fairhope City Council approved the re-zoning/annexation request on May 6, 2014.

Zoning Compatibility Analysis:

The term “compatibility” is typically defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Compatibility of land use is a fundamental principal for planning and zoning. Land use compatibility is also an important decision-making element in the zoning process. On a macro-level it can maintain and protect community character and raise the quality of development throughout the community. On the micro-level zoning compatibility maintains an appropriate development pattern and protects neighborhoods from negative impacts of incompatible land uses such as:

- changing neighborhood character through inconsistent land use patterns
 - increased density through decreased lot sizes and reduced building setbacks
- intensity of uses out of character with the neighborhood
 - poorly located commercial uses
 - negative externalities such as increased traffic, light, noise etc.

As a result, incompatible land uses may negatively affect property values and the quiet enjoyment of property.

The Code of Alabama, Section 11-52-72 provides the following purpose for planning and zoning: *“designed to lessen congestion in the streets, to secure safety from fire, panic and other dangers, to promote health and the general welfare, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements”*. (Acts 1935, No. 533, p. 1121; Code 1940, T. 37, §777.) Insuring compatible development clearly fits into the scope of the Alabama enabling legislation for planning and zoning.

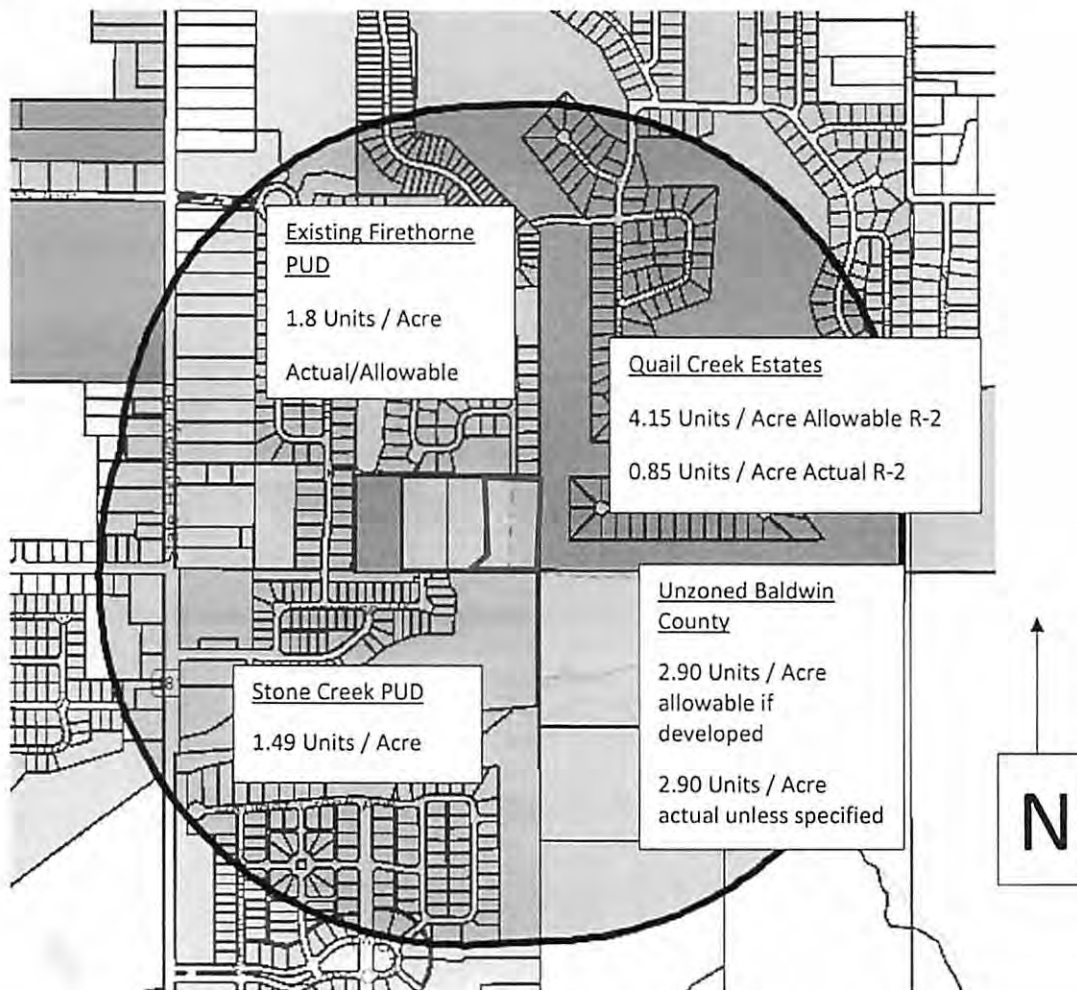
The *City of Fairhope Zoning Ordinance* provides criteria to be used in the review and analysis of the rezoning process. Article II., Section C.1.e. “Zoning Amendments” provides nine review criteria for the rezoning process. Criteria 3, 8, and 9 directly relate to compatibility:

- (3) The character of the surrounding property, including any pending development activity;
- (8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,
- (9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

The challenge encountered by staff when evaluating subject application involves the approach by which the subject application’s zoning compatibility is evaluated. The development proposed by subject application is clearly an expansion of the Firethorne development and all amenities enjoyed by the existing Firethorne inhabitants will be enjoyed by the residents of the Village at Firethorne. Adding 20 units and 6.27 acres to the existing Firethorne development increases the overall development density of Firethorne minimally, raising the development density from 1.8 to 1.88 units per acre, calculated by dividing 248 lots by 132.2 acres. However, the subject application concentrates an area of high density into a confined area and as a result it was very important for staff to carefully evaluate the proposal’s impact on the adjacent properties and surrounding neighborhoods. The subject application requests 20 lots on 6.27 acres, for a development density of 3.19 units per acre. This is a significant

increase in density of the subject application when compared to the existing Firethorne development. Staff implemented an evaluation methodology to determine if the subject application functions as stand-alone high-density development incorporated into an existing development, or if the subject application is a continuation of an existing development requiring an amended PUD.

In order to acquire data necessary to make the “stand alone” vs. “continuation” determination, a Zoning Compatibility Analysis examining both “surrounding neighborhoods” (subdivisions and other developments one-half mile, or 2,640 feet from the subject property) as well as “adjacent areas” (abutting properties including those directly across a right-of-way from the subject property as well as properties with a physical relationship with the subject property such as properties along the same street or road as the subject property) was utilized. The surrounding neighborhoods to the subject property were identified by drawing a 2,640’ buffer around the subject property utilizing the ‘buffer’ toolkit within the KCS Fairhope Map Viewer. The subject property is outlined in blue and the 2,640’ buffer is depicted below by the black outline shown on the map excerpt below:



Representative existing actual as well as existing allowable development densities of the developments surrounding the subject property are shown above as labels on the 2,640’ (half mile) buffer map. The charts included in the Weighted Density Calculation section, below include the actual and allowable development densities of adjacent areas and surrounding neighborhood properties. Unzoned areas were calculated en masse, and zoned areas were calculated as a function of their development, as

applicable. In order to arrive at an average development density for all adjacent areas and surrounding neighborhoods, a weighted average is utilized so that though the actual or allowable development density remains constant, and the weighted average is calculated in terms of the *actual acreage* of the development within the buffer area. The weighted development density is calculated by multiplying the actual land area in acres by the actual and/or allowable development density (in units per acre) of the development under consideration. Weighted development densities are summarized and tabulated near the “conclusions” section of this staff report.

Typical Allowable Development Densities for subject application

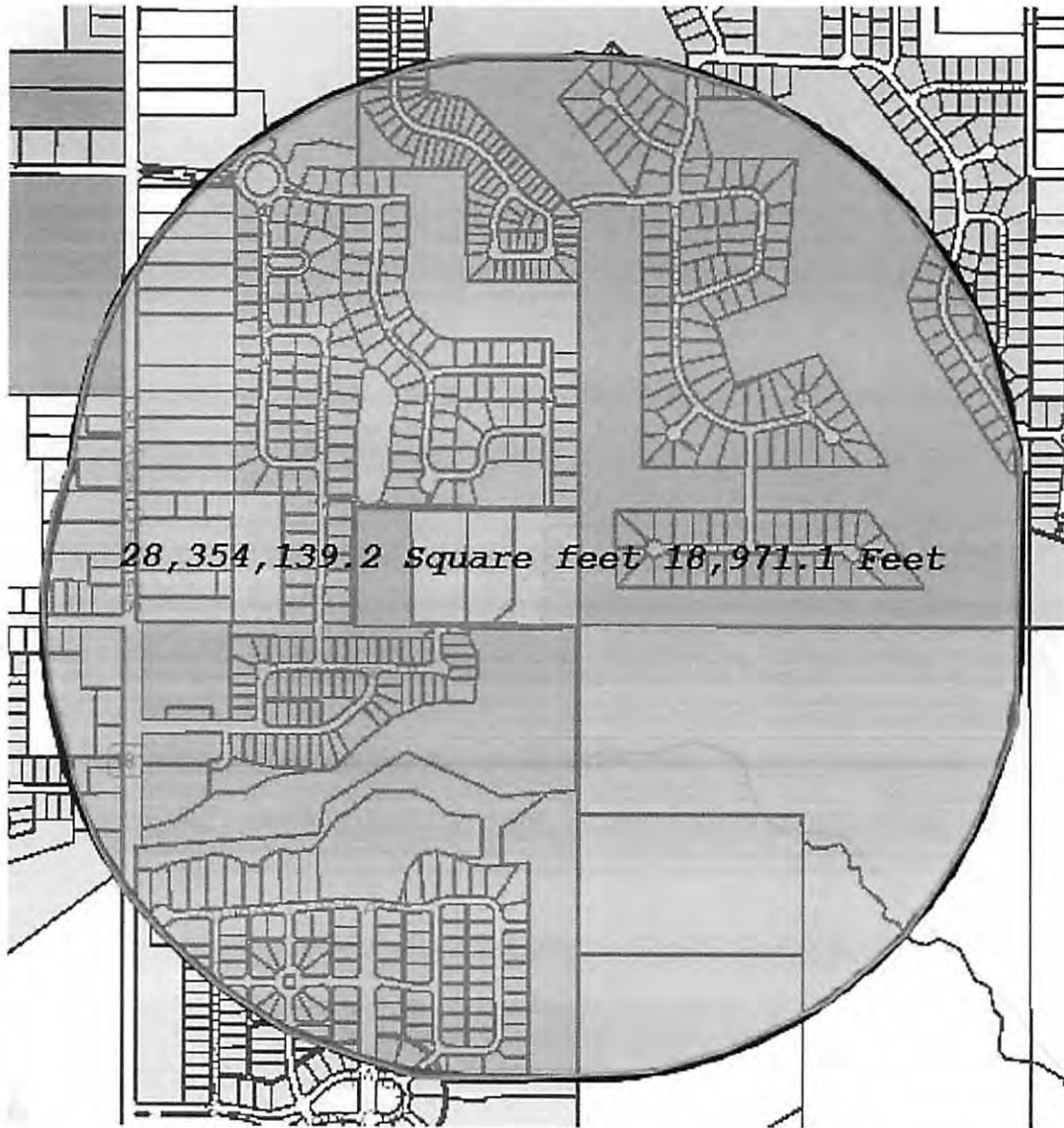
Typical development densities are determined by dividing one acre, or 43,560sf by the minimum lot size required for the particular zoning district:

- Unzoned areas, unless otherwise noted (Subdivision regulations Article V, Section E.2.b.)
 - $43,560\text{sf} / 15,000\text{sf} = 2.90$ units per acre
- R/A Residential Agriculture
 - $43,560\text{sf} / (3 * 43,560\text{sf}) = 0.33$ units per acre
- R-1 Low Density Single Family
 - $43,560\text{sf} / 15,000\text{sf} = 2.90$ units per acre
- R-2 Medium Density Single Family
 - $43,560\text{sf} / 10,500\text{sf} = 4.15$ units per acre
- R-3 PGH Patio Garden Homes (Quail Creek Estates Villas)
 - $43,560\text{sf} / 4,000\text{sf} = 10.89$ units
- PUD Planned Unit Development
 - As specified in the PUD ordinance or calculated from PUD master plan

For the purposes of this evaluation, the development density of PUD developments will be equal for actual and allowable development densities because the density is established by the PUD ordinance and/or PUD master plan. Further, actual and allowable densities are equal for unzoned property unless actual development greater than 2.9 units per acre is observed, and when identified is reflected in the “actual” density analysis. For example, unzoned property PPIN 34272 will reflect its actual development density of 21 units per acre in lieu of the 2.9 units per acre typically expected for an unzoned property.

WEIGHTED DENSITY CALCULATION

To determine the weighted actual and allowable development densities in the 2,640’ buffer area, the total allowable and total actual weighted units described above are summed and divided by the total acreage of the buffer area, less the subject property. As stated previously the total area of the buffer, as determined by KCS Fairhope Map Viewer is approximately 650.91 acres. Subtracting the 6.27 acres of subject property leaves a net buffer area of **644.64** acres. The total buffer area is shown below in light green:



The *actual* weighted density of the adjacent areas and surrounding neighborhood is summarized in the table below:

DEVELOPMENT NAME OR PPIN	ZONING	BUFFER ACRES	Density Calculation		Density (units per acre)	Weighted Actual (units)
80716	R-2	5.40	43,560.00	10,500.00	4.15	22.40
Existing Firethorne	PUD	94.41	228.00	126.37	1.80	170.34
Stone Creek	PUD	146.17	264.00	177.20	1.49	217.77
Quail Creek Estates	R-2	36.91	316.00	373.03	0.85	31.27
Quail Creek Estates Villas	R-3PGH	19.04	116.00	29.91	3.88	73.84
Woodlawn Phase 1	R-1	0.64	81.00	34.40	2.35	1.51
15078	R-A	1.99	43,560.00	130,680.00	0.33	0.66
34272	N/A	1.00	21.00	1.00	21	21.00
Balance Unzoned	N/A	339.08	43,560.00	15,000.00	2.90	984.69

The sum of the weighted actual units is 1,523.48 units. When divided by the net buffer area of 644.64 acres, the *actual* weighted density is calculated as 2.36 units per acre.

Similarly, the *allowable* weighted density of the adjacent areas and surrounding neighborhood is summarized in the table below:

DEVELOPMENT NAME OR PPIN	ZONING	BUFFER ACRES	Density Calculation		Density (units per acre)	Weighted Actual (units)
80716	R-2	5.40	43,560.00	10,500.00	4.15	22.40
Existing Firethorne	PUD	94.41	228.00	126.37	1.80	170.34
Stone Creek	PUD	146.17	264.00	177.20	1.49	217.77
Quail Creek Estates	R-2	36.91	43,560.00	10,500.00	4.15	153.12
Quail Creek Estates Villas	R-3PGH	19.04	43,560.00	4,000.00	10.89	207.35
Woodlawn Phase 1	R-1	0.64	43,560.00	15,000.00	2.90	1.86
15078	R-A	1.99	43,560.00	130,680.00	0.33	0.66
34272	N/A	1.00	43,560.00	15,000.00	2.904	2.90
Balance Unzoned	N/A	339.08	43,560.00	15,000.00	2.90	984.69

The sum of the weighted allowable units is 1,761.09 units. When divided by the net buffer area of 644.64 acres, the allowable weighted density is calculated as 2.73 units per acre.

The average weighted development density of both the actual and allowable densities is therefore:

$$(2.36 + 2.73)/2 = 2.55 \text{ units per acre.}$$

Development Density Conclusions

As stated previously, the requested development density of the subject application is 3.19 units/acre, approximately 25% greater than the average development density of 2.55 units/acre indicated above. The half-mile, or 2,640' buffer identifying surrounding neighborhoods and adjacent areas included a portion of Quail Creek Estates Villas, that contain an actual development density of 3.88 units/acre and an allowable development density of 10.89 units/acre, and these very dense development densities were a function of the average calculated as 2.55 units/acre indicated above. Further, unzoned PPIN 34272's actual development density of 21 units per acre is reflected in the compatibility analysis. If the lots indicated in the subject application were dispersed throughout the development or included as an initial phase of Firethorne's Master Plan, staff would be able to justify examining the subject application as a stage of development that though locally dense, is a contributor to an overall development density of 1.88 units per acre. However, from a development density standpoint, the development proposed by the subject application appears to function as a stand-alone higher-density development added to an existing development and as result requires further analysis more fully described in the comprehensive plan guidance, below.

Dwelling Unit / Housing Type

Subject property is located immediately adjacent to unzoned parcel PPIN 367005 to the west, the existing Firethorne PUD to the north, Quail Creek Estates to the east, and Stone Creek PUD to the south. PPIN 367005 appears to be minimally developed but its use will likely remain single family residential. The subject application seeks single family residential within a PUD to become part of the Firethorne development, and therefore the requested dwelling unit / housing type appears to be 100% consistent with the adjacent areas and surrounding neighborhoods.

Building Orientation

Architectural renderings of the front and rear facades of the homes proposed for the development were included with the application, and when examined with the typical lot for the subject application

as shown on the Master Plan dated 1/15/2018, all buildings appear to front upon the various streets within the proposed development identically to the adjacent area. Building Orientation appears to be 100% consistent.

Building Setbacks and Building Height

Adjacent Area Development	Front (ft)	Rear (ft)	Side (ft)	Building Height (ft)
Existing Firethorne	30	30	10	35
Quail Creek Estates	35	35	10	35
Stone Creek Lots 1-22, 34-46, 65-126, 164-204, 221-251	30	20	10	35
Stone Creek Lots 23-33, 47-64, 127-163, 252-264	20	20	5	35
Stone Creek Lots 205-220	15	20	5	35
Proposed Village at Firethorne	25	30	5	35

The chart above lists the setbacks of the subject property as well as the setbacks developments adjacent to the subject property. The average front setback line is 24', the average rear setback line is 25', and the average side setback line is 8'. The proposed development's front and rear setbacks exceed the average front and rear average setbacks of the adjacent areas and are therefore consistent. The proposed development's rear setbacks are less than the average rear setbacks of the developments in the adjacent area and are therefore inconsistent, however the proposed rear development setbacks are greater than the existing rear setbacks of Stone Creek Lots 1-22 and 23-33, which are less than 500' from subject property. The building height of all adjacent developments is 35' for an average of 35'. The proposed development's 35' building height is therefore consistent with the adjacent area developments.

Front and Rear Lot Dimensions

Adjacent Area Development	Front (ft)	Rear (ft)	Side (ft)
Existing Firethorne	100	100	150
Quail Creek Estates	80	80	180
Stone Creek Lots 1-22, 34-46, 65-126, 164-204, 221-251	65	65	150
Stone Creek Lots 23-33, 47-64, 127-163, 252-264	65	65	150
Proposed Village at Firethorne	50	50	150

The chart above lists the front and rear lot widths and side lot lengths of the subject property as well as for the developments adjacent to the subject property. The chart above is not an exhaustive representation of the lot sizes of the adjacent area developments. Some developments such as Quail Creek Estates and to a lesser extent Stone Creek contain lot sizes that vary considerably, and the chart above is staff's most reasonable representation of typical lot dimensions. The average front and rear lot width is 64', and side lot length is 157.5'. As a result, the proposed 50' front and rear and 150' side

lot dimensions are inconsistent with the adjacent area developments. As described in the building setback line discussion (above), the nearest existing lots to subject property are lots 1-22 and 23-33 of Stone Creek PUD, at less than 500' from subject property. Lots 1-22 and 23-33 of Stone Creek PUD are 150' in length, matching that of subject application, and 65' in width, approximately 30% wider than the proposed lots of subject application.

Fairhope Comprehensive Plan Guidance

The absence of any intended physical form (lack of a plan) of a city causes a disjointed development pattern, inefficient municipal services, conflicting land uses and negative externalities for business owners, property owners and residents. In general, the lack of a plan and negative externalities create poor livability conditions. Providing an "intended physical form" is land use planning. A "plan" provides a meaningful and well-thought-out development pattern where a desired physical form outcome is stated with provisions and methods to achieve the desired outcome. Ultimately, the success of the plan to achieve the desired outcomes depends on how the plan is administered over a series of years and many development decisions which together shape the physical form of the City.

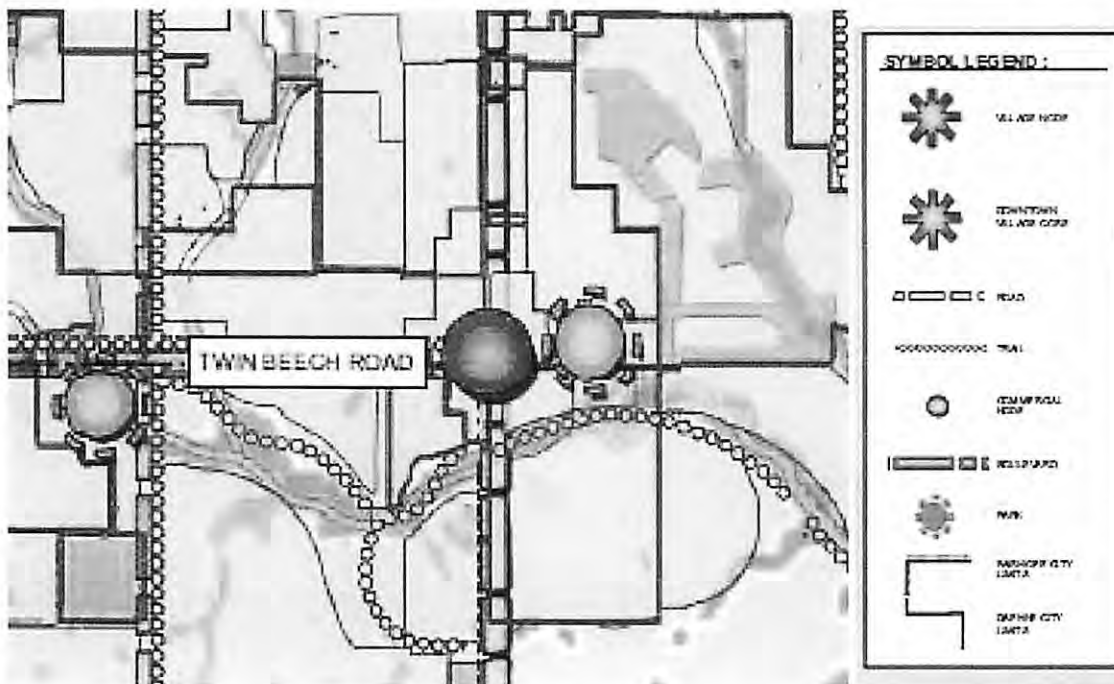
Beginning in 2001, the City of Fairhope expressed its intent for the physical form of the City to be in the "village" development pattern. The 2006 Comprehensive Plan, incorporated by reference into the 2014 Comprehensive Plan Update, was developed by Gould Evans Goodman Associates, LLC. The Plan, in Section 5., Form, Function and Design (page 45-48), provided clear direction on village types, locations and the transitioning of land uses, specifically in terms of intensity and density of the villages and their environs.

Section 5.4 Neighborhoods, states the following:

The "village pattern" is the basic planning unit of the city and is characterized by a center, supported by a neighborhood and transitioning to an edge. Higher density residences should be located more closely to village centers or fronting major street corridors. Lower density residences should transition to edges, and rural areas. This concept is reaffirmed in the 2014 Plan Update where guidance was provided through the following: "The immediate area around villages are to be more dense and then transition to lower density development patterns" (2014 Comprehensive Plan Update, page 34).

The 2014 Comprehensive Plan Update provided the Preferred Land Use Plan. This Plan provides a village center/node at Fairhope Avenue and State Highway 181 and a commercial node at Twin Beech Road and State Highway 181 (2014 Comprehensive Plan Update, page 33). The Fairhope Avenue/State HWY 181 village center is approximately 1.52 miles northwest of the subject property. Further, the separation distance from subject property to the State HWY 181/Fairhope Avenue Village Node removes the subject property from the "immediate area" and influence area of a village center where higher densities would be appropriate and expected. Therefore, the compatibility analysis only considers the weighted densities of the surrounding properties described in the compatibility analysis. If the subject property was considered in the "immediate area" or in an influence area of the village center, higher density would factor into the compatibility analysis. As a result, the higher density proposed by the subject application would possibly be contemplated by the Comprehensive Plan.

The Comprehensive Plan identifies 4 village centers and 6 commercial nodes throughout the City and its environs. The subject property is located approximately 0.45 miles east of the Twin Beech Road/State HWY 181 commercial node contemplated by the 2014 Comprehensive Plan update. Commercial nodes typically will occupy between 2 to 30,000 square feet per corner (2014 Comprehensive Plan, page 34). Further, the Comprehensive Plan calls for commercial nodes to be commercial convenience uses such as a gas station (non-repair), bank, small shopping center, drug store, and restaurants (page 38). Essentially, the commercial nodes are commercial uses intended to serve the daily commercial needs of nearby residential developments at a scale, character and intensity compatible with neighborhood uses preferably in a walkable format. The Plan does not support increased density around the node. An excerpt map from the Comprehensive Plan depicting the Twin Beech Road/State HWY 181 commercial node is depicted below:



Comprehensive Plan Guidance Conclusions

At the macro level staff believes, and the compatibility analysis reveals that a continuation of the Firethorne development with an area of concentrated higher development density than currently exists within the existing Firethorne PUD is allowable. This is supported by the minimal increase in overall density of the Firethorne PUD (from 1.8 to 1.88 units per acre) and further supported by the Comprehensive Plan because the overall density around the Twin Beech Road commercial node is increased minimally. However, at the micro level staff must consider adjacent areas and surrounding neighborhoods in its analysis. As a result, staff utilized both actual and allowable development density calculations to arrive at the average weighted development density of the adjacent areas and surrounding neighborhoods and found the proposed development to have a development density of 25% greater than the adjacent areas and surrounding neighborhoods. However, if the proposed development is considered a routine continuation of the Firethorne PUD, the overall development density of the Firethorn PUD increases minimally, from 1.8 units per acre to 1.88 units per acre, or 74% less dense than the 2.53 units per acre weighted average development density of the surrounding

neighborhoods and adjacent areas. Staff believes an overall development density of 74% less than the weighted average of the surrounding neighborhoods and adjacent areas supersedes a development density 25% greater than the adjacent areas and surrounding neighborhoods if evaluated as a stand-alone development, and therefore staff believes the proposed development should be evaluated as a routine continuation of the Firethorne PUD. In addition, the subject property' development design includes compatibility measures to mitigate impacts to the immediate adjoining properties. These measures include:

- The subject property is entirely bordered on the east side by the Quail Creek Golf Course which is considered open space and contains no existing development or potential development.
- The subject property is bordered on the north side by green space and a retention pond which creates a buffer from the adjoining platted property.
- The subject property is bordered on the south side by a 60' wide power line easement creating a 60' buffer between the subject property and adjoining property.
- The preliminary plat included with case # SD 18.17 includes an additional buffer area between lot 12 and the power line easement in which no structures may be constructed, and existing vegetation is to be retained (additional vegetation may be added).

Site Photos:



Looking South from lot 63



Looking south along property line along common Area 14

RECOMMENDATIONS

Staff believes the proposed development functions as a continuation of the existing Firethorne PUD and the inhabitants of the Village at Firethorne will enjoy and utilize all the amenities of the existing Firethorne PUD. The development densities calculated in the zoning compatibility analysis support consideration of the Village at Firethorne as a continuation of the Firethorne PUD more significantly than treatment of the Village at Firethorne as a stand-alone development. Further, the proposed development also contains the appropriate buffering mitigation measures to increase compatibility with surrounding properties.

Staff Recommendation

Staff recommends the requested conditional annexation to Planned Unit Development (PUD) be APPROVED.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its March 5, 2018 regular meeting, recommended the requested conditional annexation to Planned Unit Development (PUD) be APPROVED.

ORDINANCE NO. _____

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Coca Cola Bottling Company Consolidated** for a franchise agreement to operate **Beverage Vending Machines** at the following location described: **in locations specified in Bid No. 001-18, Beverage Concession 2018**, and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Coca Cola Bottling Company Consolidated** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

SECTION 2. Pursuant to the authority granted by Section 11-40-1 and 11-43-62 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said franchise agreement in the name of the City of Fairhope, Alabama.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1525

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Coca Cola Bottling Company Consolidated** for a franchise agreement to operate **Beverage Vending Machines** at the following location described: **in locations specified in Bid No. 002-15, Beverage Concession 2015**, and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Coca Cola Bottling Company Consolidated** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

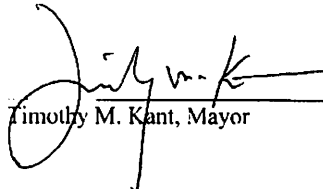
SECTION 2. Pursuant to the authority granted by Section 11-40-1 and 11-43-62 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said franchise agreement in the name of the City of Fairhope, Alabama.

SECTION 3. This ordinance shall become effective immediately upon its adoption and publication as required by law.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

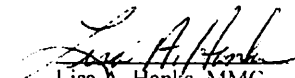
SECTION 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 12TH DAY OF JANUARY, 2015



Timothy M. Kant, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1525, Published in
FAIRHOPE COURIER
on Wednesday, January 14, 2015
Lisa A. Hanks, City Clerk

Section 1.2 REQUIREMENTS FOR FRANCHISE

(a) No person shall engage in the construction, operation, or maintenance of a private business on public property in the City unless such person or the person for whom such action is being taken shall hold a valid franchise granted by the City.

(b) Any franchise granted by the City pursuant to these rules and regulations shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar nonexclusive franchises to other persons.

(c) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's Public Rights-of-way or public property for the purpose of operating a private business on public property in any part of the City, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

(d) No franchise shall be granted by the City in the Central Business District located in downtown Fairhope, **except a franchise may be granted in city buildings and on city property in the Central Business District.**

Section 1.3 TERM OF FRANCHISE, RENEWAL

(a) The duration of this franchise agreement granted pursuant to this Resolution shall be for three years beginning on the date this Franchise Agreement is signed by both parties.

Section 1.4 ENFORCEMENT OF FRANCHISE

(a) A Grantee shall not be excused from complying with any of the terms or conditions of the franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(b) Whenever the City shall set forth any time for any action to be performed by or on behalf of Grantee, said time shall be deemed of the essence and any failure of Grantee to perform within the time allotted shall be sufficient grounds for the City to revoke the franchise.

(c) A Grantee agrees by signing this agreement for a franchise that it will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

Section 1.5 CONFLICT WITH LAWS

(a) Whenever any law of the State of Alabama or of the United States, or of any agency of either, shall be in direct conflict with and supersede any provision of these rules and regulations, then for so long as such state or federal law or regulation shall be in force and effect, any affected provisions of this franchise granted hereunder shall be suspended and be of no force and effect and the Grantee shall not be required to comply with such provision; however, the validity of the remaining portions or provisions shall not be affected thereby. In the event this franchise imposes burdens different than those imposed by any other law, but within the power of the City to impose said burdens, the more restrictive provision shall apply.

*Changed
in 2015
for Coca-
Cola
Exception!!*

EXHIBIT A rev1

Vending Machine Locations

Vending Machine Locations	Current # of machines	Plastic or Cans	
Recreation Center	one (1)	<u> 1 </u>	<u> </u>
City Pool	one (1)	<u> </u>	<u> 1 </u>
City Hall	one (1)	<u> </u>	<u> 1 </u>
City Services and Public Utilities	two (2)	<u> </u>	<u> 2 </u>
James P. Nix Center	one (1)	<u> </u>	<u> 1 </u>
Boys & Girls Club	one (1)	<u> </u>	<u> 1 </u>
Stimpson Park	one (1)	<u> 1 </u>	<u> </u>
Welcome Center	one (1)	<u> </u>	<u> 1 </u>
Police Station	one (1)	<u> 1 </u>	<u> </u>
Quail Creek Golf Course	two (2)	<u> </u>	<u> 2 </u>
Wastewater Treatment Plant	one (1)	<u> </u>	<u> 1 </u>

Concession Locations

Fairhope Municipal Park

- Stadium
- High School Field
- Youth Baseball
- Pool

Founders Park

- Soccer
- Youth Softball
- High School Field

Barnwell Park

- Youth Football

Quail Creek Golf Course

- Concession Stand

**ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS**

BID NO. 001-18 BEVERAGE CONCESSION 2018

8.0 SCOPE

- 8.0.1 The City of Fairhope, Alabama is seeking bids from qualified firms to provide beverage concession services in accordance with the terms, conditions, and specifications contained in this bid. It is the intent of the City to award a single contract to the lowest responsive and responsible bidder.
- 8.0.2 The attached specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder or any seller or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.
- 8.0.3 Minimum specifications MUST be met. Additional features and/or capabilities not included in the specifications may be included in the bid. The City of Fairhope reserves the right to reject any or all bids for any reason.
- 8.0.4 **BID EVALUATION:** Each response will be reviewed prior to the selection process for completeness and adherence to format. Failure to complete all instructions and supply all required submittals may result in the vendor being declared non-responsive.
- 8.0.5 The services described herein outline the precise scope of work that is to be performed by the successful bidder at the City of Fairhope for the contractual period of three (3) years. The contract will include, but is not limited to providing non-alcoholic beverage services and may be in both Individual container and fountain dispensed formats, in the following venues:
1. City of Fairhope Recreation Park concessions
 2. Quail Creek Golf Course
 3. Fairhope Soccer Complex
 4. City Functions
 5. Vending machine services on City of Fairhope properties

8.1 FRANCHISE AGREEMENT

As part of the Contract, the Awarded Vendor will enter into a Franchise Agreement with the City of Fairhope for the vending machine franchise (see **ITEM X CONTRACT** and **Exhibit B**).

8.1.1 CITY OF FAIRHOPE RECREATION PARK BEVERAGE CONCESSIONS

- 8.1.1.1 The City Fairhope owns various properties/facilities at which competitive sporting events are performed by organizations granted the use of said properties/facilities by the City of Fairhope (See Exhibit B for Properties/Facilities List). The Awarded Vendor will supply to those events, all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages; whether ordered directly by the City of Fairhope, or any of the organizations granted the use of said Properties/Facilities by the City of Fairhope. At the listed properties/facilities, the awarded vendor will also supply all necessary equipment in which to store and dispense the ordered and delivered beverage products, in a dispense-ready state, including proper temperature.
- 8.1.1.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor.

8.1.2 QUAIL CREEK GOLF COURSE BEVERAGE CONCESSIONS

- 8.1.2.1 The City of Fairhope owns and operates the Quail Creek Golf Course in Fairhope, Alabama, including currently operating a food and beverage concession. The Awarded Vendor will supply to that concession all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages, ordered directly by the City of Fairhope. At the facility's concession areas, the awarded vendor will also supply all necessary equipment in which to store/dispense the ordered and delivered beverage products, in a dispense-ready state including proper temperature. Equipment must meet specifications agreed upon by the City.
- 8.1.2.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor.

8.1.3 FAIRHOPE SOCCER COMPLEX CONCESSIONS

- 8.1.3.1 The City of Fairhope owns and operates the Fairhope Soccer Complex in Fairhope, Alabama, including currently operating a food and beverage concession. The Awarded Vendor will supply to that concession all non-alcoholic beverages, including, but not limited to, all soft drinks, juice, water, and isotonic beverages, ordered directly by the City of Fairhope. At the facility's concession areas, the awarded vendor will also supply all necessary equipment in which to store/dispense the ordered and delivered beverage products, in a dispense-ready state including proper temperature. The Equipment must meet specifications agreed upon by the City.
- 8.1.3.2 The Awarded Vendor shall maintain the equipment in a good state of repair at all times, and shall promptly repair and replace broken or damaged equipment, so as not to interfere with event functions. Costs relating to the repair or replacement of such items, stolen, lost, or damaged, shall be at the expense of the Awarded Vendor.

8.1.4 CITY FUNCTIONS

For use at various City functions, The City of Fairhope procures non-alcoholic beverages, including, but not limited to, soft drinks, juice, water, and isotonic beverages. The Awarded Vendor will supply such products as ordered directly by the City, at the contract price, for the duration of the contract.

8.1.5 VENDING MACHINE SERVICES ON CITY OF FAIRHOPE PROPERTIES

The City of Fairhope owns a variety of buildings and facilities at which will be placed non-alcoholic beverage vending machines (See Exhibit A for list of locations). The Awarded Vendor will supply non-alcoholic beverage vending machines at those identified locations. Equipment must meet specifications agreed upon by the City. Additional locations may be determined by the CITY during the course of the contract.

8.2 EQUIPMENT

The Awarded Vendor agrees to supply and maintain, at no cost, all the mutually agreed upon equipment necessary to dispense and vend the products stated within the proposal at various locations throughout the City, and will consist of providing, at minimum, the following items:

- 8.2.1. Banners for registration and special events;
- 8.2.2. Soft drink fountains;
- 8.2.3. Menu boards;
- 8.2.4. Coolers – ten (10) minimum;
- 8.2.5. Full service vending machines for all City facilities; and
- 8.2.6. A guarantee of services on all equipment, with a service technician on call on all days on which events are occurring, to respond to problems within 24 hours.

8.3 FUTURE EQUIPMENT

The successful proposer agrees to supply, at no cost, any future equipment needed for any new or expanding facility. This would include soring and dispensing equipment.

8.4 REMOVAL AND INSTALLATION

At the termination of contract, the existing vendor shall have thirty (30) days from the proposal award to remove all existing equipment for all locations throughout City facilities. The newly Awarded Vendor shall within the same 30days from the proposal award, supply and install all new equipment on site as requested. The awarded vendor transition shall be conducted in a manner not to interfere with any CITY function.

8.5 ADVERTISING

During the entire term of this proposal, any renewal, or extension thereof, no beverage other than those supplied by the awarded proposer shall be permanently advertised at all City of Fairhope Facilities. The City must approve all advertising.

8.6 TERMS

The term of this proposal shall be for **three (3) years**.

8.7 AWARDED VENDOR'S ADDITIONAL RESPONSIBILITIES

8.7.1 The Awarded Vendor, its representatives, and employees shall adhere to all State, County, and City laws and regulations relating to the laws currently in force and those adopted and amended hereafter.

8.7.2 Awarded Vendor hereby waives all claims for damages to or loss of any property belonging to Awarded Vendor that may be in or about the premises.

8.7.3 The Awarded Vendor will be responsible for all damage to City property caused by the Awarded Vendor, its employees, or its agents. Any such damage shall be promptly corrected at the expense of the Awarded Vendor.

8.7.4 The Awarded Vendor hereby agrees to indemnify, defend, and hold harmless the City and its respective agents, officials, employees, and representatives from any and all claims of liability for damages by or in connection with any activities conducted pursuant to this Agreement. The City assumes no responsibility whatsoever for any property located on the premises that does not belong to the City and the City is hereby expressly relieved and discharged from any and all liability for any loss, injury, or damage to persons or property that may be sustained by any reason under this Agreement.

8.8 GENERAL TERMS

8.8.1 After reasonable notice to the Contractor, the City of Fairhope may review any of the Contractors' internal records, reports or insurance policies applicable to the contract, during the term of this contract.

8.8.2 The Contractor will provide the required services, and will not subcontract or assign the services without written approval by the City of Fairhope.

8.8.3 Both the Contractor and the City of Fairhope agree that the Contractor is neither an employee nor an agent of the City of Fairhope for any purpose

8.8.4 Contractor not interfere with the free distribution of food or drinks or any items of any nature whatsoever, where the City has authorized such distribution. Free samples, of a size and type to be approved by the City, may be given away by, or on behalf of, or with permission of any person or organization, which has properly engaged the facilities at the discretion of the City.

8.8.5 All equipment provided by the Concessionaire will remain the property of the Concessionaire and any maintenance required thereon shall be at the sole expense of the Concessionaire. The City shall incur no obligation for repairs to equipment provided by the Concessionaire.

- 8.8.6 Concessionaire shall require all employees to be attired in a standard uniform of the Concessionaire's choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the City.
- 8.8.7 Discounts, if any, will be figured from the date of acceptance by the City regardless of the date of delivery or invoice.
- 8.8.8 All bids which do not contain a firm, stated price for the materials required will be considered informal. Any bid containing an "escalator clause" will not be considered.
- 8.8.9 Awarded Vendor agrees to supply the following:
 - 8.8.9.1 Vending machines and miscellaneous support equipment for all designated facilities
 - 8.8.9.2 Beverage merchandising coolers for bottled and canned beverages
 - 8.8.9.3 Special assistance during major events, e.g. tournaments and festivals
 - 8.8.9.4 Emergency repair service for all equipment within 24 hours after call

8.9 SPECIFICATIONS:

8.9.1 Product

- 7.5 oz can soft drink
- 12 oz can soft drink
- 12 oz plastic bottle soft drink
- 12 oz plastic bottle name brand water
- 20 oz plastic bottle soft drink
- 20 oz plastic bottle name brand water
- 20 oz plastic bottle sports drink

- 2.5 gal Bag-in-a Box syrup
- 3.0 gal Bag-in-a Box syrup
- 5.0 gal Bag-in-a Box syrup
- CO₂ Deposits
- CO₂ Canisters

8.9.2 Vending Machine Locations

1. Recreation Center
2. City Pool
3. City Hall
4. City Services and Public Utilities
5. James P. Nix Center
6. Boys & Girls Club
7. Stimpson Park
8. Welcome Center
9. Police Station
10. Quail Creek Golf Course
11. Wastewater Treatment
12. Fairhope Soccer Complex

8.9.3 Concession Locations

1. Fairhope Municipal Park including: Stadium, High School Baseball, Youth Baseball, and Pool
2. Founders Park including: Youth Softball, Youth Soccer, and High School Softball.
3. Barnwell Park including Youth Football and Adult Softball.
5. Quail Creek Golf Course
6. Fairhope Soccer Complex

Future park locations as approved by CITY.

EXHIBIT B

FRANCHISE AGREEMENT

(Amended 10-23-17)

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and COCA-COLA BOTTLING CO. LIMITED, ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at _____, Fairhope, AL 36532. Grantee is engaged in the business of Beverage vending to the public. Grantee proposes to install and operate Beverage vending machines at the selected city locations. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the agreed upon vending locations.

In consideration of the mutual covenants, promises and conditions set forth herein the parties agree as follows:

SECTION 1

Section 1.1 DEFINITIONS

Unless otherwise specially provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Ordinance and Franchise Agreement:

- (1) **MAYOR:** Shall mean the Mayor of the City of Fairhope
- (2) **COUNCIL:** Shall mean the City Council of Fairhope, the governing body of City of Fairhope, Alabama.
- (3) **CITY:** Shall mean City of Fairhope, Alabama, which is governed by the Fairhope City Council.
- (4) **FRANCHISE:** Shall mean the franchise granted under the provisions of the *A/a. Code §11-40-1*, et seq., which authorizes municipalities to contract and to be contracted with. A "franchise" as used in this agreement is a special privilege not belonging to the citizens by common right but conferred by a municipality upon an individual or corporation.
- (5) **GRANTEE:** Shall mean CCBCU to whom a franchise has been granted by the City or anyone who succeeds CCBCU, in accordance with the provisions of the franchise.
- (6) **GROSS REVENUES:** Shall mean all revenues received by the Grantee from or in connection with the operation of the franchise to provide services in the City of Fairhope pursuant to this franchise agreement.
- (7) **PERSON:** Shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(8) **SERVICE AREA:** Shall mean the geographical area within City of Fairhope and specifically defined as follows: city vending machine locations

Section 1.2 REQUIREMENTS FOR FRANCHISE

(a) No person shall engage in the construction, operation, or maintenance of a private business on public property in the City unless such person or the person for whom such action is being taken shall hold a valid franchise granted by the City.

(b) Any franchise granted by the City pursuant to these rules and regulations shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar nonexclusive franchises to other persons.

(c) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's Public Rights-of-way or public property for the purpose of operating a private business on public property in any part of the City, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

(d) No franchise shall be granted by the City in the Central Business District located in downtown Fairhope.

(e) No franchise shall be granted by the City to any food vendor who does not show proof of ServSafe certification.

(f) No franchise shall be granted by the City to any vendor requiring a running water supply for personal sanitary purposes and/or for cleaning equipment used in the preparation of his/her product unless water supply is provided and metered by the City.

(g) Food franchises shall meet all Alabama Health Department regulations and show proof thereof.

(h) No franchise shall be granted by the City to any vendor who has electrical requirements without securing metered power from the City or, if applicable, having a generator to supply the power required; generator shall meet City of Fairhope noise ordinances.

Section 1.3 TERM OF FRANCHISE, RENEWAL

(a) The duration of this franchise agreement granted pursuant to this Ordinance shall be for one year and shall be renewed automatically each year for three years unless notice of termination is given in writing to the other party at least 60 days prior to the expiration of the then current term. This Agreement shall commence 10 days after approved by the City Council.

Section 1.4 ENFORCEMENT OF FRANCHISE

(a) A Grantee shall not be excused from complying with any of the terms or conditions of the franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(b) Whenever the City shall set forth any time for any action to be performed by or on behalf of Grantee, said time shall be deemed of the essence and any failure of Grantee to perform within the time allotted shall be sufficient grounds for the City to revoke the franchise.

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

Section 1.5 CONFLICT WITH LAWS

(a) Whenever any law of the State of Alabama or of the United States, or of any agency of either, shall be in direct conflict with and supersede any provision of these rules and regulations, then for so long as such state or federal law or regulation shall be in force and effect, any affected provisions of this franchise granted hereunder shall be suspended and be of no force and effect and the Grantee shall not be required to comply with such provision; however, the validity of the remaining portions or provisions shall not be affected thereby. In the event this franchise imposes burdens different than those imposed by any other law, but within the power of the City to impose said burdens, the more restrictive provision shall apply.

(b) If any section, sentence, clause or phrase of these rules and regulations or of any franchise granted hereunder is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portion of these rules and regulations or a of any franchise granted hereunder.

SECTION 2

Section 2.1 PROCEDURE FOR GRANTING FRANCHISE

(a) Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing such information as required by the City and must be accompanied by a nonrefundable application fee of \$150.00 by cashier's check, certified check or money order payable to City of Fairhope. This is a separate fee from the Franchise fee.

(b) Upon receipt of said franchise application, the City shall provide notice of said application and conduct a public hearing to determine if the grant of the franchise would be in the best interest of the citizens of City of Fairhope.

(c) The application shall contain a statement under oath that the applicant will comply with all legal, financial and technical provisions of these rules and regulations and any other municipal, state or federal regulatory agencies.

(d) The application shall define the proposed service area of the applicant with specific time standards for the establishment of service to suit the service area.

SECTION 3

Section 3.1 CONSTRUCTION AND INSTALLATION

(a) After receipt of an initial franchise, a Grantee shall proceed with due diligence to install and begin operation of the franchise.

(b) Failure on the part of the Grantee to commence and diligently pursue beverage vending or failure to commence operation after 90 days from the commencement of this agreement shall be grounds for termination of the franchise. The City may extend the time for the commencement and completion of beverage vending for additional periods in the event the Grantee, acting in good faith, experiences delays by reasons of circumstances beyond her control.

(d) The vending machines shall be constructed and operated in accordance with all adopted City, state and national construction and electrical codes.

Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY

(a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.

Section 3.3 OPERATION AND MAINTENANCE

(a) The Grantee shall install and maintain beverage vending in a prudent and reasonable manner.

(b) Failures or malfunctions of the beverage vending shall be corrected by the Grantee promptly after notice of such failure or malfunction except or unless such failure or malfunction shall have been caused by storm, fire, lightning, explosion, civil unrest or other similar catastrophe.

(c) The City shall, if it deems it necessary, have the right and privilege to inspect the installation, operation and maintenance of the beverage vending by the Grantee in order to satisfy itself as to the proper performance of the terms of this franchise agreement.

SECTION 4

Section 4.1 FRANCHISE FEE

(a) There shall be a franchise fee of twenty (20) percent of Gross Revenues; and the fee for the business license which is an annual license issued by the municipality for the privilege of doing any kind of business, trade, profession or other activity in the municipality, by whatever name called.

(b) Grantee shall pay quarterly to the City during the life of the franchise a sum equal to twenty (20) percent of its gross revenues. Grantee shall file with the City on such form as prescribed by the City within sixty (60) days after the end of each quarterly a report, under oath at the risk of perjury, of the gross revenues for the preceding quarterly period, and shall, at the same time, pay to the City a sum equal to twenty (20) percent of the gross revenues for the said quarterly period.

Section 4.2 INDEMNIFICATIONS

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the beverage vending franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the beverage vending, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

(b) Within thirty (30) days after the granting of the franchise and at all times during the term of the franchise, Grantee shall obtain, pay all premiums for, and file with the City executed duplicate copies and receipts evidencing the payment of premiums for the following:

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of see COI for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or

the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by City caused with a minimum liability of See COT for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

(c) All of the foregoing insurance certificates shall be in form satisfactory to the City and shall be issued and maintained by companies authorized to do business in the State of Alabama and acceptable to the City and they shall require thirty (30) days written notice of any cancellation or reduction in coverage to both the City and Grantee herein, and a copy of said certificates shall be filed with the City.

Section 4.3 BOOKS/RECORDS OF GRANTEE

(a) All books and records of a Grantee concerning its operations within the City necessary for the enforcement of the provisions of this franchise, shall be made available for inspection and audit upon demand by the City within thirty (30) days after any request for such inspection or audit has been made.

Section 4.4 GRANTEE ACKNOWLEDGEMENT

(a) Grantee is an independent contractor. No agency or employment relationship is created by this Franchise Agreement.

SECTION 5

Section 5.1 SALE OR LEASE OF FRANCHISE

(a) No transfer or control of the business vending, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

(b) Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the franchise agreement and this Ordinance. The transferee shall agree in writing to comply with all provisions of this Ordinance and the franchise agreement.

Section 5.2 REVOCATION OF FRANCHISE

(1) Subject to the provisions of this section, the City reserves the right to revoke, at any time, any franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:

(a) Grantee has not substantially complied with a material provision of this Ordinance, the franchise agreement, or of any supplemental written agreement entered into by and between the City and the Grantee; or

(b) Grantee has made a material false statement in the application for the franchise, knowing it to be false, or Grantee commits a fraud in its conduct or relations under the franchise with the City; or

(c) Grantee becomes insolvent, enters into receivership or liquidation, files for bankruptcy or assignment for benefits of creditors, or is unable to pay its debts as they mature, unless the Grantee is in due process of contesting such debts; or

(d) Grantee fails to substantially comply with a material provision of any federal or state statute, or of any material rules or regulations that govern telecommunications; or

(e) Grantee exhibits a pattern of failing to comply with service standards as adopted herein or in the franchise agreement; or

(f) Grantee fails to comply with any federal or state judgment arising directly from the exercise of Grantee's rights under its franchise; or

(g) Grantee fails to provide or maintain in full force and effect the bond and insurance policies required by this Ordinance and franchise agreement; or

(h) Grantee assigns, sells or transfers its title or interest in its franchise without the consent of the City.

(2) In the event that the City shall make a preliminary decision to revoke a franchise granted hereunder, it shall give the Grantee a minimum of thirty days written notice of its intention to terminate and stipulate cause. A public hearing shall be scheduled for the end of said 30-day period. If during said period, the cause shall be cured to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not cured to the satisfaction of the City, before a franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the City in a public hearing in accordance with due process procedures. After the public hearing, if the City, by majority vote, determines that the franchise should be terminated, it shall issue a written decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a franchise shall be subject to judicial review as provided by law.

(3) A Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance and franchise agreement in any case where the City determines that the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control.

Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL

In the event the City determines that a franchise should not be renewed at its expiration or that a franchise should be revoked for cause as permitted hereunder, the Grantee shall be allowed three months from the date of such determination, or such longer period as the City may permit, to negotiate the sale of its beverage vending within the City to another provider at a price acceptable to the Grantee, provided that such sale shall be approved by the City pursuant to Section 5 herein. In the event a sale to a provider acceptable to the City is not then negotiated within the time allowed, then an independent expert shall be appointed to

determine the fair market value of the Grantee's beverage vending. The appointment of said expert shall be by mutual agreement between the City and the Grantee; provided, however, that if the City and the Grantee are unable to reach an agreement within 30 days of the written decision of termination, then the matter of appointing an expert shall be submitted, within ten (10) days immediately following expiration of the former 30 days, to the American Arbitration Association [unless the City and the Grantee mutually agree upon some other arbitrator(s)], and the expert designated by the American Arbitration Association or such other arbitrators shall be appointed. The cost of employing the arbitrator or arbitrators and the cost of arbitration, if required, shall be borne equally by the Grantee and the City. Upon determination of the fair market value of the Grantee's beverage vending by the appointed independent expert, the Grantee shall be required to sell its beverage vending to any entity which offers said fair market value and which has obtained the approval of the City to purchase said beverage vending.

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

(a) If the use of any part of Grantee's beverage vending is discontinued for any reason for a continuous period of twelve (12) months, or if such beverage vending does not comply with the requirements of these rules and regulations, or if Grantee's franchise is terminated or revoked the City may in its discretion require that said _____ be sold to a franchise designated by the City at a purchase price equal to the _____ fair market value as determined in subsection (b) hereof.

Our equipment cannot be resold and belongs to CERBE at all times.

(b) Any dispute between the City and the Grantee over determination of the system's fair market value shall be determined in accordance with Section 5.3 above.

Section 5.5 MISCELLANEOUS PROVISIONS

(a) This agreement constitutes the entire agreement of the parties and supersedes any and all agreements, understandings, statements or representations either oral or in writing. This agreement can be amended only by a written document signed by the parties.

(b) This agreement shall be enforced and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have hereunto set their respective signatures and seals on the 12 day of July, 2018.

THE CITY OF FAIRHOPE, ALABAMA

By: [Signature]
Karin Wilson, Mayor

Attest: _____
Lisa A. Hanks, MMC
City Clerk

By: Amy Dean
Amy Dean, Grantee

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1331

AN ORDINANCE ESTABLISHING IMPACT FEES
ON NEW DEVELOPMENT IN THE CITY OF FAIRHOPE, ALABAMA

Be it ordained by the City Council (the "Council") of the City of Fairhope, Alabama (the "City") as follows:

Section 1.

Findings. In accordance with the Act, the City has been authorized by the Legislature of the State of Alabama to adopt and impose impact fees on new development within the City's corporate limits. In support the adoption and imposition of such impact fees, the Council makes the following findings:

- (A) The City is a municipal corporation vested with a portion of the state's sovereign power to protect and provide for the public health, safety, and welfare. The City is authorized to adopt and implement comprehensive plans, zoning ordinances and other land use regulations to assure its orderly development.
- (B) The City is a fast-growing community of over 15,000 full time residents. In calendar year 2005, approximately 490 new building permits were issued, and in calendar year 2006, approximately 504 new building permits were issued.
- (C) The City encourages development that will make the City a vital, attractive community to serve both residents of the City and the substantial and significant number of visitors who visit the City on a yearly basis.
- (D) New residential and nonresidential development, however, imposes increased and excessive demands upon public facilities. As demand for public facilities has increased, funding sources for those facilities have decreased at both the state and federal level. In addition, demand for new facilities necessitated by new development impairs the ability of the City to maintain existing facilities because funds must be diverted to construction or expansion of new facilities.
- (E) The City's current Comprehensive Plan projects that new development will continue and will place ever-increasing demands on the City to provide public facilities to serve new development.
- (F) Following the adoption of the Act by the Legislature of the State of Alabama, the City engaged the consulting firm TischlerBise for purposes of preparing an impact fee study. With input from the City, TischlerBise prepared an "Impact Fee Study" for the City dated March 8, 2007 (the "Study").
- (G) The Study demonstrates the monetary needs of the City in adding the additional governmental infrastructure necessary to keep pace with the City's growth.
- (H) In accordance with Section 7 of the Act, a public hearing was held on April 10, 2007 at City Hall to address the City's governmental infrastructure needs as a result of new development. At this public hearing, a representative of TischlerBise presented the Study to the Council and the public, and the public was given the opportunity to provide comments.
- (I) To the extent that new development places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands.

- (J) An impact fee, established in accordance with this Ordinance, will benefit new development.

Section 2. **Authorization.** This Ordinance is enacted pursuant to the Act and the City's general police power and land use authority.

Section 3. **Purpose and Intent.** The purpose of this Ordinance is to establish procedures to:

- (A) determine what local capital improvements are reasonably necessary to serve New Development and the cost thereof;
- (B) determine the portion of the demand for local capital improvements created by particular types of New Development; and
- (C) assess against New Development an Impact Fee to finance the cost of local capital improvements proportional to the New Development's demand for said capital improvements.

Section 4. **Definitions.** Whenever used in this Ordinance, the following capitalized words, terms, and phrases, and their derivations, shall have the meanings ascribed to them below except where the context clearly indicates a different meaning:

"Act" shall mean 2006 *Ala. Acts* 300, as the same may hereafter be altered or amended from time to time.

"All Other Housing" means residential housing units and/or structures other than single-family residential structures, and includes, without limitation, duplexes, triplexes, apartments, condominiums and other multi-family developments.

"Applicant" shall mean any person or entity making an application for a Building Permit with the City.

"Benefit Area" means one or more areas as defined herein which are used to calculate the costs and expenses relative to the Governmental Infrastructure needs created by a particular type of New Development.

"Building Department" means the City's Building and Inspection Department.

"Building Permit" means a document issued by the City authorizing construction of new buildings and/or improvements within the City's corporate limits.

"Business Park" means a cluster of associated businesses, usually in a campus setting, typically consisting of the use of buildings for the administration of business, professional firms and other organizations.

"Calculate" means to determine the amount of the Impact Fees assessed against a particular New Development in accordance with the terms and conditions of this Ordinance and the Act.

"City" means the City of Fairhope, Alabama.

"Com/Shop Ctr" means a building or series of buildings in which retail and/or wholesale sales and services will be delivered to the public.

"Estimated Fair and Reasonable Market Value" shall have the meaning ascribed to such term in Section 5(a)(2) of the Act.

“Fire” means a Benefit Area for (i) the construction, development and/or improvement of fire stations, (ii) the acquisition of fire fighting vehicles, and (iii) the acquisition of firefighting apparatus, and (iv) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Governmental Infrastructure” shall have the meaning ascribed to such term in the Act.

“Impact Fee” shall have the meaning ascribed to such term in the Act.

“Impact Fee Account” means a special interest-bearing account of the City established by the City at a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation.

“Impact Fee Committee” means a committee chaired by the Mayor and comprised of the Mayor, the City Treasurer, the City Planning Director, the City Public Works Director and the City’s director of Parks and Recreation.

“Impact Fee Schedule” means the schedule of fees adopted by the Council setting the base fee amount for each Benefit Area and the total Impact Fee for each type of New Development, which schedule is attached hereto as Exhibit “A” and which is incorporated herein by reference.

“Light Industrial” means facilities used for the manufacturing or assembly of products to their final form. These uses could be enclosed or could have outside storage of equipment, materials or merchandise. In addition to the actual production of goods, industrial facilities generally also have incidental office, warehouse and associated functions.

“Lodging” means a building or group of buildings having five (5) or more guest rooms under a common or individual ownership and single management. These buildings are designed to give, for a fee, transient guests sleeping accommodations and may include, as incidental uses, restaurants, cafes, lounges or other guest services. These buildings typically, but do not necessarily have to, have an inner lobby and furnish a room cleaning service for their paying customers.

“Manufacturing” means a building or series of buildings for businesses engaged in economic activity involving construction, production, processing, transformation, warehousing, wholesale, and disposal of goods, products and component parts of goods and products, including related services.

“New Development” shall mean the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; any use of the extension of the use of land; any of which increases the demand on governmental infrastructure.

“Nonresidential Development Project” means all New Development in the City other than Residential Development Projects, and shall include, without limitation, any New Development project consisting of one or any combination of Comm/Shop Ctr, Office/Inst, Business Park, Light Industrial, Warehousing, Manufacturing and Lodging.

“Occupancy classification” means the intended use and of a structure or tenant spaces within a structure as defined by the International Building Code.

“Office/Inst” means a building used for professional, administrative, financial, clerical and similar uses. This definition includes, without limitation, institutional uses such as churches, schools, hospitals, libraries, clubs, police and fire stations and other public buildings.

“Parks and Recreation” means a Benefit Area for (i) the acquisition of new public park lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Police” means a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (v) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Residential Development Project” means any New Development in the City undertaken with respect to a Single-Family development and/or an All Other Housing development.

“Single Family” means a detached residential dwelling unit designed for and occupied by one family as a home.

“Transportation” means a Benefit Area for the cost of intersection improvements made to address additional demand generated by New Development.

“Warehousing” means the storage of materials, but may also include incidental office and maintenance areas.

Section 5. Imposition of Impact Fees. The City hereby imposes an Impact Fee in accordance with the Impact Fee Schedule against all New Development constructed within the City’s corporate limits, subject to any limitations on the amount of the Impact Fee set forth in the Act. In the event any appraisal process is commenced in accordance with the Act, the City shall be responsible for the cost of any appraisal required by the City, and the City and the Applicant shall share equally in the cost of any appraisal obtained at the request of both the City and the Applicant. This Ordinance and/or the Impact Fee Schedule may be amended at any time hereafter and from time to time by the Council in accordance with the procedure set forth in the Act for the adoption of an Impact Fee. The Impact Fee shall be collected and administered as hereinafter provided.

Section 6. Calculation and Collection of Impact Fees. Impact Fees may be imposed only on New Development and subject to any limitations on the imposition and collection thereof in the Act. Impact Fees shall be Calculated and collected by the Building Department prior to the issuance of a Building Permit for New Development and in accordance with the Impact Fee Schedule. Except as is hereafter provided in Section 15 hereof, all Impact Fees shall be paid by an Applicant to the City in cash or other immediately available funds.

Section 7. No Additional Capacity. No Impact Fee may be assessed for or expended upon the construction, improvement, operation or maintenance of any Governmental Infrastructure that does not create additional capacity for use by the general public. The following shall be exempt from the payment of impact fees:

- A. Alteration or expansion of an existing dwelling unit which does not result in any additional dwelling units or increase in the number of families for which such dwelling unit is arranged, designed or intended to accommodate for the purposes of living quarters.
- B. The replacement of a building or dwelling unit where no additional square footage or dwelling units are created and when the existing and replacement or dwelling unit are located on the same lot. To be eligible for this exemption, official evidence such as, but not limited to, aerial photos, Revenue Commission property appraiser data, or building permit data must be provided that confirms a building of equivalent use existed within the parcel boundaries in which the replacement structure is to be located.

Section 8. Change in Size and Use. An impact fee shall be imposed and calculated for alteration, expansion or replacement of a building if the alteration, expansion or replacement of a building results in a use that it is determined to generate greater impact than the present under the applicable fee rate schedule. Impact fee shall be calculated as follows:

- A. If the impact fee is based on a per dwelling unit method, the impact fee shall be the amount due under the applicable impact fee rate schedule, less the calculated impact fee applicable prior to the alteration, expansion or replacement.
- B. If the impact fee is based on the square footage method, the impact fee due for the increased square footage shall be calculated by determine the impact fee due according to the square footage resulting from the alteration, expansion or replacement, less the impact fee that would have been imposed for the original square footage prior to the alteration, expansion or replacement.
- C. All single family residential fees in the fee schedule are based on an assumed 3-bedroom home. If the replacement structure has an increase in the number of bedrooms or sleeping rooms as defined by the City of Fairhope Building Code Supplement, any partial impact fee will be calculated on a percentage basis based on the increased number of sleeping rooms within the structure.
- D. If a building is demolished in preparation of a new structure, a pre-demolition inspection will be performed to determine the number of sleeping rooms in the existing structure to establish the baseline for the calculation of any partial impact fee imposed.
- E. All changes in use or Occupancy classification as defined by the International Building Code will be subject to full impact fees.

Section 9. Nature of Impact Fee. An Impact Fee is both a personal liability of the Applicant and a lien upon the real property upon which the New Development is to be constructed and/or improved. Said lien may be foreclosed upon in accordance with the procedure for the foreclosure of real estate mortgages in the State of Alabama.

Section 10. Refund of Impact Fee. Except as is specifically required by the Act, Impact Fees are not refundable, unless the applicable Building Permit is voided in writing by the Applicant and no construction or construction-related activities have taken place. In the event a refund is made pursuant to the foregoing sentence, a processing fee of five hundred and no/100 dollars (\$500.00) shall be withheld by the City from any such refund.

Section 11. Impact Fee Accounts. The funds collected pursuant to this Ordinance shall be deposited into the Impact Fee Account. The funds of the Impact Fee Account shall not be commingled with other funds of the City. The City shall separately account for fees collected for the Benefit Areas of Parks and Recreation, Fire, Police and Transportation. In the event that less than the full Impact Fee is assessed for any reason, including, without limitation, any cap on such fee contained in the Act, said partial Impact Fee shall be allocated to the applicable Benefit Areas in the same proportion as the full Impact Fee would be allocated to and among the applicable Benefit Areas.

Section 12. Use of Impact Fees. Impact Fees may be expended only for the Benefit Area for which they were imposed, calculated, and collected and according to the time limits and procedures established in this Ordinance and the Act, if any. All impact fees collected for a Benefit Area must be spent in that Benefit Area. Impact Fees generated by this Ordinance may be used for any purpose permitted by the Act.

Section 13. Time Limitations on Use of Impact Fees. The City shall expend or contract for the expenditure of all Impact Fees collected in accordance with this Ordinance within any time periods set forth in the Act; provided, however, that in the event the Act does not impose any limitation on the timing of the expenditure of Impact Fees, then the City shall have no obligation to expend any Impact Fees within any specific period of time. In the event it becomes necessary for the City to refund any Impact Fees due to the failure to expend or contract for the expenditure of such Impact Fees within a given period of time as required by the Act, the City shall refund such Impact Fees to the Applicant who paid such Impact Fees. Notwithstanding anything contained herein to the contrary, no party entitled to a refund of any Impact Fee hereunder shall be entitled to any interest on said refunded Impact Fee.

Section 14. Appeals. In the event the Building Department and an Applicant are unable to agree upon the Estimated Fair and Reasonable Value following the appraisal process set forth in Section 5(a)(2) of the Act, the Applicant against which an Impact Fee has been assessed may pay the Impact Fee as Calculated by the Building Department and preserve the right to appeal the amount of the Impact Fee by submitting with payment a written statement that payment is made “under protest” or that includes other language that would notify a reasonable person that the Applicant intends to preserve its right of appeal. Any Applicant intending to appeal the Calculation of an Impact Fee must file said appeal in writing with the City Clerk of the City within thirty (30) days of the last to occur of the Calculation of the Impact Fee by the Building Department and the payment of the Impact Fee by the Applicant to the City. In the written appeal provided to the City Clerk by the Applicant, the Applicant shall set forth enough detail to allow the City to reasonably determine the basis for the Applicant’s appeal. All appeals of Impact Fee assessments shall be heard by the Council at a regularly held meeting of the Council within thirty (30) days of the date of the filing of the notice of appeal by the Applicant with the City Clerk. At such appeal hearing, the Applicant and the City shall have the right to present evidence relative to the establishment of the Estimated Fair and Reasonable Market Value of a New Development. In making such presentations, each of the Applicant and the City shall be limited to fifteen (15) minutes for the presentation of such evidence. Thereafter, a majority decision by the Council shall be required to overturn the decision of the Building Department with regard to the Calculation of the applicable Impact Fee.

Section 15. Review of Impact Fee Structure. The Impact Fee Committee shall report at least once every three (3) years to the Council with:

- (A) recommendations, if any, for amendments to this Ordinance;
- (B) proposals identifying capital improvements to be funded in whole or in part by the Impact Fees collected pursuant to this Ordinance;
- (C) proposals for changes to the Impact Fee Schedule.

In connection with the foregoing, the Impact Fee Committee is hereby authorized to engage such consultants as it deems reasonably necessary to prepare additional impact fee studies for purposes of arriving at an appropriate and reasonable impact fee rate structure.

Section 16. Credits. An Applicant who offers to dedicate land or otherwise provide or provide for the funding of Governmental Infrastructure may be eligible for a credit for such contribution against the Impact Fee otherwise due for that Benefit Area. In the event an Applicant desires to obtain a credit in accordance with the foregoing, the Applicant shall submit its proposal for a credit in writing to the Building Department. To the extent the City prepares forms for the credit process, the Applicant shall make its submittal on said City provided forms.

Thereafter, the Building Department shall transmit said proposal to the Impact Fee Committee. The Impact Fee Committee shall make written findings with regard to (a) the value of the Applicant’s proposed contribution; (b) whether the proposed contribution meets capital improvement needs for which the particular Impact Fee has been imposed; and (c) whether the proposed contribution will substitute or otherwise reduce the need for Governmental Infrastructure anticipated to be provided with Impact Fees otherwise assessable against the Applicant.

The Impact Fee Committee shall transmit said written findings to the Council along with a recommendation for whether to accept or decline the Applicant’s offer. The Council shall make the final determination as to whether to accept the Applicant’s proposed contribution; provided, however, that in no event shall the credit given to any such Applicant exceed the amount of the otherwise applicable Impact Fee.

Section 17. Recovery of Public Hearing Costs. Any costs incurred by the City (a) in preparing for and conducting any public hearing required by the Act and (b) in connection with the Study or any similar study hereafter conducted may be recovered as a part of the Impact Fees assessed and collected in accordance with this Ordinance.

Section 18. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. Effective Date. This Ordinance shall be effective from and after its adoption by the Council.

ADOPTED THIS THE 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

EXHIBIT "A"
Impact Fee Schedule – proposed

Residential - Per Housing Unit (Occupancy classifications R-2, R-3, and R-4)					
	Fire	Police	Parks and Rec	Transportation	Total
Single Family (R-3)	\$879	\$742	\$2,998	\$1,211	\$5,830
Percentage allocation	15%	12.80%	51.40%	20.80%	1% max
Multi Family (R-2, R-4)	\$600	\$506	\$2,044	\$563	\$3,713
Percentage allocation	16.20%	13.70%	55%	15.10%	1% max
Non-Residential - Per 1,000 square feet of floor area (Occupancy classifications A, B, E, F, H, I, M, S, U)					
	Fire	Police	Parks and Rec	Transportation	Total
Commercial / retail (A, M)	\$1,467	\$1,195	\$0	\$2,826	\$5,488
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Industrial (F, H, S, U)	\$292	\$238	\$0	\$562	\$1,092
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Office / Institutional (B, I, E)	\$574	\$467	\$0	\$1,104	\$2,145
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Non-Residential - Per room (Occupancy classification R-1)					
	Fire	Police	Parks and Rec	Transportation	Total
Lodging (R-1)	\$197	\$161	\$1,932	\$379	\$2,669
Percentage allocation	7.50%	6%	72.50%	14%	1% max

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A MUNICIPAL PROCUREMENT
CARD PROGRAM FOR CERTAIN OFFICERS AND EMPLOYEES
OF THE CITY OF FAIRHOPE**

Section 1. The City of Fairhope is desirous of providing efficient, cost-effective methods of purchasing and paying for those purchases, applying Risk Assessment techniques to methods being considered. The City Treasurer has investigated in detail the Distributed Card Program offered by BBVA Compass, which is used across Alabama and the country by a multitude of municipal and county governments, and local and county Boards of Education.

Based on Best Practices for Purchasing Card Programs document produced by the Government Finance Officers Association (GFOA), the City Treasurer believes this type of program can be an efficient and cost-effective alternative to the traditional purchasing process for certain specific categories and purposes of City purchasing that make sense from a risk assessment perspective.

Benefits to the City of Fairhope include:

- Simplified purchasing and payment processes
- Lower overall transaction processing costs per purchase
- Expedited access to needed materials & supplies, etc., in critical situations
- Increased management information on purchasing histories and patterns
- Reduced paperwork (and thus reduced cost as noted above)
- Ability to set and control purchasing dollar limits and specific merchant categories and vendors
- Rebates from BBVA Compass Program based on dollar volume of total purchases

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

1. That the City adopt the use of BBVA Compass' Distributed Card Program (also known generically as Procurement Card or P-Card program);
2. That the City Treasurer is authorized to issue "Procurement" Cards (P-Cards) to certain officers and employees of the City based on the judgement of the City Treasurer;
3. That the judgement of the City Treasurer will determine limits regarding the use of the P-Cards for each specific individual and/or Department regarding dollar amounts (overall limits, daily use limits and per transaction limits); and specific categories of authorized uses based on Merchant Category Codes, specific vendors and/or specific locations;
4. That the overall initial credit limit for the Distributed Card Program be \$50,000.00 with the City Treasurer having the authority to increase the overall credit limit as the use of the program warrants to a maximum of \$250,000.00;
5. That holders of P-Cards (as determined by the City Treasurer) are authorized to incur charges on said P-Cards only for purposes related to the lawful and proper operation of City functions;
6. That holders of each P-Card be required to reconcile their P-Card account online monthly within the issuing entity's program software, with each transaction supported by electronically attached receipt and/or appropriate documentation;

Ordinance No. _____

Page – 2 –

7. That any P-Card holder whose use of their P-Card is determined to be NOT in conformity with purposes related to the lawful and proper operation of City functions, will be required to reimburse the City the amounts so determined to be personal, with reimbursement being direct and timely or appropriate personal charges deducted from any sum then or in the future owed by the City to such employee;
8. That an employee with repeated and/or egregious personal use of their P-Card be subject to termination;
9. That the City Treasurer & Purchasing Manager will ensure that proper accounting controls are in place by producing a Procurement Card Policies & Procedures Manual;
10. And that with respect to purchases and expenditures on behalf of the City, all such purchases and expenditures shall be in conformity with all written purchasing policies and procedures of the City.

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

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

Adopted and Approved this 13th day of August, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Attorney Marcus McDowell and City Clerk Lisa Hanks are authorized to send a Request for Attorney General's opinion regarding Alabama law on the following question:

1. Act 2018-569 amended the Council-Manager Act of 1982 by adding the new Section 11-43A-1.1 permitting any Class 4, 5, 6, 7 or 8 municipality having a mayor-council form of government to adopt by resolution the council-manager form of government composed of either 5 or 7 council members, with the Mayor serving on the council and elected at large. The Act further permits the council in the resolution to specify whether the other council members will be elected at large or in single member districts. Prior to the passage of Act 2018-569, Section 11-43A-2 provided the exclusive means for a municipality to adopt the council-manager form of government which must be initiated by the filing of a petition of 10% or more of the voters who voted in the last general municipal election. Pursuant to 11-43A-3 an election is mandated to be held within the municipality if the 10% threshold is met. If the council-manager form of government is adopted by a majority of voters, Section 11-43A-8(a) specifies that the council shall have 5 members consisting of a mayor and one council member elected at large and three council members elected from single member districts. Act 2018-569 did not amend or repeal Sections 11-43A-2 or 3 but there is a slight amendment to 11-43A-8(a). Does the petition process contained in the Council-Manager Act of 1982, as amended by Act 2018-569, permit the adoption of the council-manager form of government by petition to consist of council members elected at large as the legislature provided for in Section 11-43A-1.1 or does the petition process only to provide, pursuant to Section 11-43A-8(a) for election of councilmembers in single member districts?
2. If petitions submitted after adoption of Act 2018-569 do not specify whether council members will be elected at large or in single member districts are the petitions legally valid and due to be counted? If they are valid and due to be counted, how are councilmembers to be elected and when and how will that determination be made by the municipality?

Adopted this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, The City of Fairhope shall enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for the installation, maintenance, and operation of a traffic signal at the intersection of U. S. Highway 98 and South Drive in Fairhope, Alabama;

WHEREAS, This Agreement requires participation by the City of Fairhope and the State of Alabama for the installation of a traffic signal at the above-mentioned intersection. The State of Alabama will furnish and install the equipment and/or associated hardware utilized in the accomplishment of the work. The total cost to install the traffic signal will be 100% funded by the State of Alabama; and

WHEREAS, The City of Fairhope will fund the painting upgrade (powder coated green) of uprights and arms with a not to exceed amount of \$6,000.00; and will be the "Maintaining Agency" for the operation and maintenance of mast arm signal with radar detection and adaptive system components; and

WHEREAS, In the event the State contributes funds to the work, the City of Fairhope will be credited or debited for the under-runs or overruns.

BE IT RESOLVED, by the City Council of Fairhope, Alabama that Mayor Karin Wilson is hereby authorized to execute an Agreement between the City of Fairhope and the State of Alabama, acting by and through the Alabama Department of Transportation, for the installation, maintenance, and operation of a traffic signal at the intersection of U.S. 98 and South Drive in Fairhope, Alabama; and approves the funding of the painting upgrade of uprights and arms with a not to exceed amount of \$6,000.00.

Adopted and Approved this 13th day of August, 2018.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

I, Lisa A. Hanks, duly appointed City Clerk of the City of Fairhope, Alabama, do hereby certify that the attached Resolution No. ____ is a true and accurate copy of a resolution approved and passed by the Governing Body of the City of Fairhope at the regular City Council meeting on August 13, 2018.

City Seal

Lisa A. Hanks, MMC
City Clerk
Custodian of Records

Date

Lisa A. Hanks, MMC

From: Richard Johnson
Sent: Monday, July 23, 2018 10:30 AM
To: Lisa A. Hanks, MMC
Cc: Eubanks, Jenifer K.
Subject: FW: ITS Update - Mast Arm Paint Upcharge
Attachments: South Drive Signal - Letter to Fairhope with TSA.pdf

Lisa:

I am supportive of this moving to Council requesting Authorization for the Mayor to sign and the not to exceed cost of \$6,000.00 to have the mast arm poles upgraded to powder coated green.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
Email: richard.johnson@fairhopeal.gov
555 S. Section St. – Fairhope, AL 36532
Office: 251-929-0360
Cell: 251-423-7418

From: Eubanks, Jenifer K. <eubanksj@dot.state.al.us>
Sent: Monday, July 23, 2018 8:20 AM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: Lisa A. Hanks, MMC <lisa.hanks@cofairhope.com>
Subject: Re: ITS Update - Mast Arm Paint Upcharge

I think you all would be safe saying \$6,000.

Jenifer Eubanks, P. E.

Traffic Engineer

ALDOT - SW Region - Mobile

1701 I-65 West Service Rd N

Mobile, AL 36618-1109

Office: (251) 450-2651

Fax: (251) 471-9472

Work Cell: (251) 331-5933

Cell: (334) 728-2849

Line: 1*99*9009

From: Eubanks, Jenifer K.
Sent: Wednesday, July 18, 2018 7:15:39 AM
To: Richard Johnson
Cc: Lisa A. Hanks, MMC
Subject: Re: ITS Update - Mast Arm Paint Upcharge

Sounds good I'll get y'all something shortly.

Jenifer Eubanks, P.E.
ALDOT Mobile Area Traffic Engineer
Sent from my iPhone

On Jul 18, 2018, at 7:13 AM, Richard Johnson <richard.johnson@fairhopeal.gov> wrote:

It can be a budgetary number that we can set not to exceed so we can move forward – Thanks, RDJ

Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
Email: richard.johnson@fairhopeal.gov
555 S. Section St. – Fairhope, AL 36532
Office: 251-929-0360
Cell: 251-423-7418

From: Eubanks, Jenifer K. <eubanksj@dot.state.al.us>
Sent: Wednesday, July 18, 2018 7:12 AM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: Lisa A. Hanks, MMC <lisa.hanks@cofairhope.com>
Subject: Re: ITS Update - Mast Arm Paint Upcharge

Richard,
Thanks for responding. I will work on that but I couldn't move forward with even ordering materials because I hadn't heard back from y'all. I'm waiting on the church's paperwork for their part to come back so I can send the money up to Montgomery. I look for that in the next few days. I will try to get a quote for the paint asap.
Thanks,

Jenifer Eubanks, P.E.
ALDOT Mobile Area Traffic Engineer
Sent from my iPhone

On Jul 18, 2018, at 7:05 AM, Richard Johnson <richard.johnson@fairhopeal.gov> wrote:

Jenifer:

Lisa is working the South Drive signal through the city's legislative process. I need to know the not to exceed cost on the painting upgrade. The will need to include that in the resolution they pass.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
Email: richard.johnson@fairhopeal.gov
555 S. Section St. – Fairhope, AL 36532
Office: 251-929-0360
Cell: 251-423-7418

From: Richard Johnson
Sent: Monday, May 07, 2018 7:52 AM
To: Eubanks, Jenifer K. <eubanksj@dot.state.al.us>
Subject: ITS Update - Mast Arm Paint Upcharge

Jenifer:

Great speaking with you – If you could send me any salient updates on the US98 ITS Project and remind Jay I need the upcharge costs on painting the mast arms in green.

Thanks,

RDJ

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



**ALABAMA
DEPARTMENT OF TRANSPORTATION**



SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

July 2, 2018

Mayor Karin Wilson
City of Fairhope
P. O. Box 429
Fairhope, Alabama 36533

Dear Mayor Wilson:

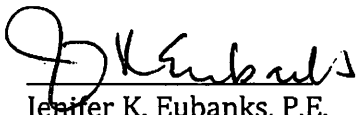
RE: Traffic Signal Permit/Maintenance Agreement
US 98 @ South Drive
Baldwin County - Fairhope

Attached for your review and further processing, please find the maintenance agreement for the above-referenced Traffic Signal Maintenance Agreement for US 98 @ South Drive in the City of Fairhope in Baldwin County. Please provide a resolution from the City of Fairhope for this signal, and with that resolution, please return an executed copy of the attached agreement to this office for further processing.

If you have any questions or if this office can be of further assistance, please advise.

Sincerely,

Vincent E. Calametti, P.E.
Region Engineer

By: 
Jennifer K. Eubanks, P.E.
Mobile Area Traffic Engineer

VEC/JKE
Attachments

C: Jason Shaw, P.E.
File

For Official Use Only: ALDOT Agreement Number: _____

Region Tracking Number: _____ Project Number: _____

Region: SWR - Mobile County: BALDWIN

**STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or
ROADWAY LIGHTING**

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the CITY OF FAIRHOPE (herein referred to as MAINTAINING AGENCY) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <u>Painting of Signal Uprights & Arms</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed} **NOTE – if more space is needed, please use continuation sheets.**

(B) City of Fairhope will fund painting upgrade of uprights and arms
(D) OPERATION AND MAINTENANCE OF MAST ARM SIGNAL WITH RADAR DETECTION AND ADATIVE SYSTEM COMPONENTS ON US 98 @ SOUTH DRIVE

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. National Electrical Code, current edition.
 - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
 - E. Code of Alabama, 1975 (as Amended) with specific reference to:
 - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
 - (2) §32-5A-32, Traffic – Control signal legend.
 - (3) §32-5A-33, Pedestrian – Control signals.
 - (4) §32-5A-34, Flashing signals.
 - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The MAINTAINING AGENCY agrees further to maintain the equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the MAINTAINING AGENCY shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the City, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

The COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims,

damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the MAINTAINING AGENCY. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the MAINTAINING AGENCY.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "*Exhibit M*" is attached to and made a part of this Agreement.
11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

28-foot Mast Arm Upright (2 arms); 28-foot Mast Arm Upright (1 arm); (4) 3 sec, 12" LED red, yellow, green ball; (2) 3 sec, 12" LED red, yellow, green arrow; (1) 4 sec, 12" LED red, yellow, flashing yellow, and green arrow; radar detection; adaptive system components (as determined by ALDOT); 8-phase traffic signal cabinet (see attached drawing)

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input checked="" type="checkbox"/> Full Actuated	<input checked="" type="checkbox"/> Eight Phase
_____		<input checked="" type="checkbox"/> Other: EASTERN SHORE ADAPTIVE SYSTEM	
_____		SYSTEM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

13. In the event the work to be accomplished is identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the STATE MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Region Engineer.

(Seal of OWNER)

Legal Name of MAINTAINING AGENCY

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature for MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Agreement is hereby approved on this _____ day
of _____, 20_____.

APPROVED:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Mayor Karin Wilson to negotiate a purchase price for 40 acres of property (Twin Beech area) available for the Recreation Department; and bring back to the City Council for approval and to authorize the use of Impact Fees for purchase.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of MPACT Public Affairs Consulting to perform Public Relations Writing for various projects within the City for Economic and Community Development Department (RFQ No. PS029-18), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa Hanks, City Clerk

From: 
Jilian Saffle, Purchasing Manager

Date: August 1, 2018

Re: RFQ No. PS029-18 Professional Consulting Services for PR Writing

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Economic and Community Development Director, Sherry-Lea Bloodworth Botop, needs to hire a professional consulting firm to assist with PR writing for various projects within the City of Fairhope.

Per our 'Procedure for Procuring Professional Services for Projects Under \$100K', Economic and Community Development Director, Sherry-Lea Bloodworth Botop, and I routed a short list of firms for the Mayor to choose to solicit. The Mayor has chosen to negotiate directly with MPACT Public Affairs Consulting. A copy of the Mayor's choice can be found attached to this memo.

Please place on the next available City Council Agenda this request to authorize the Mayor to negotiate a fee schedule with MPACT Public Affairs Consulting of Montrose, AL.

Cc: file; S. Bloodworth Botop

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

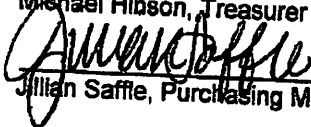
251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffie, Purchasing Manager

Date: July 27, 2018

Re: RFQ No. PS029-18, Professional Consulting Services for Public Relations Writing

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk


Michael V. Hinson, CPA
City Treasurer

The Economic and Community Development Director, Sherry-Lea Bloodworth Botop, needs to hire a professional consulting firm to assist with PR writing for various projects within the City of Fairhope.

Per our Procedure for Procuring Professional Services Under \$100K, Economic and Community Development Director, Sherry-Lea Bloodworth Botop and I are routing this short list to you, to the Mayor, to choose a consulting firm for the above referenced RFQ.

The short list is:

[Mayor, please initial and date your selection(s)]

 7/31/18 MPACT Public Affairs Consulting
Contact: Mary Mullins Reddit
251-802-3341

_____ / / _____ None. Submit another list

Cc: file; S. Bloodworth Botop

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

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 Goodwyn Mills Cawood, Inc. to perform Professional Engineering Services for Project 4: Fels Avenue Lift Station Rehabilitation for the Sewer Department (RFQ No. PS014-18) with a not-to-exceed amount of \$67,585.00.

DULY ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 7/30/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS014-18 Project 4 of Prof Eng Svcs for WW Collection & Transmission Sys Impr

Project Location: City-wide

Presented to City Council: 8/13/2018 Resolution # :
Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operations Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$67,585.00 (not-to-exceed)

Vendor: Goodwyn, Mills & Cawood

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Expense Code: 004-16052
G/L Acct Name: Constr-WW Collection Trans Sys

Project Budgeted: \$0.00
Over (Under) budget amount: \$67,585.00

Comments:

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/27/18</u>	Delivered To Date: <u>7/30/18</u>	Delivered To Date: <u>7/30/18</u>
Request Approved Date: <u>7/30/18</u>	Approved Date: <u>7/30/18</u>	Approved Date: <u>7/30/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabinies</u> Jill Cabinies, MBA	<u>Karin Wilson</u> Mayor Karin Wilson



MEMO

To: Mike Hinson, Treasurer
From: Julian Saffle, Purchasing Manager

Date: July 27, 2018

Re: Council to authorize Mayor to execute contract for Project 4 of RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements at a Not-to-Exceed value

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The City needs to hire a professional consulting firm for RFQ No. PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements. The RFQ (Request for Qualifications) was issued and responses were received and evaluated. The Mayor has chosen to break out Phase 1 of this project into Five (5) projects to be awarded to five (5) separate firms.

Resolution No. 3055-18 authorized the Mayor to negotiate a fee schedule with the following firms:

- Project 1: Church Street Outfall Transmission System – Sawgrass Consulting
Project 2: Bayou Drive, Fairwood Blvd., and Fairhope Ave. Transmission System - Dewberry
Project 3: GIS Mapping for Asset Management and Modeling Capability – Volkert
Project 4: Fels Ave. Lift Station Rehabilitation – Goodwyn, Mills, Cawood, Inc.
Project 5: Grand Hotel Lift Station Assessment and Collection System Evaluation – HMR

Goodwyn, Mills, and Cawood (GMC) has provided a proposal and fee schedule for Project 4, Fels Ave. Lift Station Rehabilitation, of this RFQ. GMC has estimated this contract at TWO HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$256,000) of which GMC would incur a 10% contingency fee.

The estimated fees for this contract are as follows:

Table with 2 columns: Service, Cost. Rows include Design Engineering & Bidding Services (\$28,160.00), Construction Engineering & Inspection (\$14,925.00), Lift Station Specifications Update (Hourly NTE) (\$15,000.00), Construction Materials Testing (\$5,000.00), Construction Staking (\$2,000.00), Geotechnical Engineering (\$2,500.00), and Total (\$67,585.00).

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Please place on the next available City Council Agenda this request for City Council to approve the fee schedule and not-to-exceed amount of \$67,585.00 and authorize the Mayor to execute the associated contract with GMC of Mobile, AL.

Cc: file, R. Peterson



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

Mr. Richard Peterson, PE
CITY OF FAIRHOPE
PO Drawer 429
Fairhope, AL 36532

July 26, 2018

RE: FELS AVENUE LIFT STATION REPLACEMENT

Goodwyn Mills & Cawood, Inc. (GMC) is pleased to provide you with a proposal for Engineering Services for the above referenced project. We have reviewed the scope of work anticipated for this project, and included pertinent work herein.

PROJECT SCOPE

GMC shall provide design documents as required for the replacement of the existing Fels Avenue Lift Station. Drawings and Specifications shall be provided for the civil engineering, electrical engineering, geotechnical engineering work involved in the construction of a new Lift Station.

GMC SCOPE OF SERVICES:

Design Services:

Prepare engineering drawings and specifications in accordance with industry standards and City of Fairhope requirements to include:

1. Topographic and utility survey
2. Existing site conditions and site layout
3. Utility plan to include sanitary sewer connections, including connection of existing LS wet well with the new LS utilizing a new gravity main and reconnection of the new LS to the existing 8" force main.
4. Lift Station design, including pumps, controls, fiberglass wet well, quick connection, etc.
5. Grading and drainage plan
6. Erosion control plan
7. Miscellaneous details, notes and profiles as needed
8. Submittal to applicable regulatory agencies for permit and approval
9. Electrical engineering design, including a new Lift Station control panel, A/C unit to protect equipment, LV transformer, alarm horn and light, and connections for the City's SCADA installation and integration, manual transfer switch, and necessary conduit and wire for connections.
10. Geotechnical engineering including a soil test boring on-site to a depth of 25 feet or auger refusal, whichever occurs first. Recommendations for site preparation, groundwater conditions, etc.
11. Bidding services to include advertisement submittal (publishing fees paid by City), answering of RFIs during bidding, bid opening, bid review and recommendation to the City for award.



12. Sanitary Sewer Lift Station Specifications to include updating the City's sanitary sewer specifications for Lift Stations of various sizes, locations, types and conditions. Includes specifications for the various components of a Lift Station (wet well, pumps, controls, electrical, piping, etc.).

Construction Services:

1. Coordination with the City and awarded Contractor for the execution of contracts.
2. Schedule, coordination and attendance of a pre-construction conference.
3. Construction Administration (submittal review, pay request review and recommendation, responding to RFIs during construction, etc.)
4. Part-time oversight during construction, particularly during notable portions of project construction
5. Construction Staking
6. Construction Materials Testing

COMPENSATION

The above referenced scope of services will be invoiced monthly as work progresses. Engineering fees for basic services have been based on the USDA's Engineering Fee Curve with additional services identified separately as indicated on the attached Preliminary Opinion of Probable Cost and below.

Design Engineering & Bidding Services	\$	28,160
Construction Engineering & Inspection	\$	14,925
Additional Services:		
Lift Station Specifications Update (Hourly NTE)	\$	15,000
Construction Materials Testing	\$	5,000
Construction Staking	\$	2,000
Geotechnical Engineering	\$	2,500

NOTABLE EXCLUDED ITEMS

1. Redesign fees.
2. SCADA and instrumentation design
3. Landscaping and Fencing plan
4. Demolition plan for existing Lift Station
5. Construction stormwater permitting or inspections
6. All additional services will be billed at the hourly rates indicated on the attached Rate Schedule.

Thank you for the opportunity to work with you on this project and please contact me with any questions you have regarding this proposal.

Sincerely,

Denise King, PE, Project Manager
Goodwyn, Mills & Cawood, Inc.



**FELS AVENUE LIFT STATION REPLACEMENT
FOR THE CITY OF FAIRHOPE**

GMC PROJECT NO. CMOB18____
REV 7/20/2018

ENGINEER'S OPINION OF PROBABLE COST					
Item	Description	Unit	Quantity	Unit Price	Cost
1	Mobilization and Other General Conditions	LS	1	\$ 7,500.00	\$ 7,500.00
2	Site Work (Grading, Drainage, Yard Piping, Connections to Ex. Force Mains and Gravity Main, etc.)	LS	1	\$ 25,000.00	\$ 25,000.00
3	Lift Station (Pumps w/ VFDs, fiberglass wet well, piping connections, check valve and vault, quick connect assembly, etc.)	LS	1	\$ 175,000.00	\$ 175,000.00
4	Electrical including MTS for Portable Generator	LS	1	\$ 45,000.00	\$ 45,000.00
5	Cleanup & Erosion Control	LS	1	\$ 3,500.00	\$ 3,500.00
Construction Subtotal					\$ 256,000.00
Contingency (10%)					\$ 25,600
Construction Total					\$ 281,600
Design Engineering					\$ 28,160
Construction Engineering & Inspection (PT)					\$ 14,925
Additional Services:					
Lift Station Specifications Update (Hourly NTE)					\$ 15,000
Construction Materials Testing					\$ 5,000
Construction Staking					\$ 2,000
Geotechnical Engineering					\$ 2,500
TOTAL PROJECT ESTIMATE					\$ 349,185

*Estimate does not include: Generator w/ ATS, SCADA and instrumentation, Landscaping, Fencing w/ Gate, Bypass Pumping, or Abandonment of Ex. Lift Station per City's request.
Pump design based on 500 gpm, 90' TDH



2018

Standard Rate and Fee Schedule

Standard Hourly Rates

Principal	\$250.00
Vice President	\$200.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Project Engineer/Geologist/Biologist/Ecologist	\$150.00
Project Engineer/Geologist/Biologist/Ecologist	\$140.00
Engineer Intern II	\$130.00
Engineer Intern I	\$110.00
Project Coordinator	\$90.00
Field Technician	\$125.00
Senior Designer	\$130.00
CADD Technician II	\$90.00
CADD Technician I	\$110.00
Contract Specialist	\$85.00
Executive Administrative Assistant	\$80.00
Administrative Assistant	\$70.00
Surveying:	
Survey Department Manager	\$115.00-\$130.00
Field Crew Supervisor	\$100.00
Survey Crew (two-man survey crew)	\$135.00
Survey Crew (three-man survey crew)	\$180.00
Survey Crew (four-man survey crew)	\$210.00

Reimbursable Expenses

Vehicle Transport	\$0.46 per mile
Travel/Meals/Hotel	Cost plus twenty percent
Subcontractors	Cost plus twenty percent
Blueprints and Xeroxes (outside)	Cost plus twenty percent
Blueprints and Xeroxes (in-house)	\$.20 per sf
Other Reprographics	Cost plus twenty percent
Film and Development	Cost plus twenty percent
Digital Photography	\$.75 per image
Fax incoming and outgoing	No charge
Overnight mail, regular mail & shipping	Cost plus twenty percent
Telephone (toll charges)	Cost plus twenty percent
CAD translations	\$30.00 per file
CAD plots (outside)	Cost plus twenty percent
CAD plots (in-house)	
A-Size (8.5x11)	\$1.50
B-Size (11x17)	\$4.50
C-Size (17x22)	\$9.00
D-Size (22x34 or 24x36)	\$20.00
E-Size (30x42)	\$30.00
Color Laser Prints (in-house)	
A-Size (8.5x11)	\$3.00
B-Size 11x17)	\$5.00
GPS equipment	\$250.00 per day

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 Hummingbird & South to perform Professional Advertising and Public Relations for the Economic and Community Development Department (RFQ No. PS028-18) with a not-to-exceed amount of \$8,812.50.

DULY ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 7/30/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS028-18 Professional Services for Advertisign & Public Relations

Project Location: City-wide

Presented to City Council: 8/13/2018 Resolution # : _____
Approved _____

Funding Request Sponsor: Sherry-Lea Bloodworth Botop Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$8,812.50

Vendor: Hummingbird & South

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
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 Econ & Comm Dev-24	Street-35	Sanitation-40

Project will be:

Expensed <u>XXX</u>	Funding Source:
Capitalized _____	Operating Expenses <u>XXX</u>
Inventoried _____	Budgeted Capital _____
	Unfunded _____

Expense Code: 001240-50570 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Advertising & Promotion State _____
City _____

Project Budgeted: \$8,812.50

Over (Under) budget amount: \$0.00

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

Capital Lease: _____ Payment _____ Term _____

Comments: Sufficient funds are available in this G/L acct.

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/27/18</u>	Delivered To Date: <u>7/30/18</u>	Delivered To Date: <u>7/30/18</u>
Request Approved Date: <u>7/30/18</u>	Approved Date: <u>7/30/18</u>	Approved Date: <u>7/30/18</u>
Signatures: <i>Michael V. Hinson</i> Michael V. Hinson CPA	<i>Jill Cabiniss</i> Jill Cabiniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson



MEMO

To: Michael Hinson, Treasurer
From: *Jillian Saffle*
Jillian Saffle, Purchasing Manager

Date: July 27, 2018

Re: RFQ No. PS028-18 Professional Services for Advertising and Public Relations

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

The Economic and Community Development Director, Sherry-Lea Bloodworth Botop, needs to hire an advertising and marketing firm to assist with advertising and public relations around the city.

Per our 'Procedure for Procuring Professional Services for Projects Under \$100K', Economic and Community Development Director, Sherry-Lea Bloodworth Botop and I routed a short list of firms for the Mayor to choose to solicit. The Mayor chose to negotiate directly with Hummingbird & South. Hummingbird & South has provided a not to exceed value of \$8,812.50 for these services (see attached proposal and fee schedule).

Please place on the next available City Council Agenda this request for City Council to approve the not-to-exceed amount of \$8,812.50 and authorize the Mayor to execute the associated contract with Hummingbird & South.

Cc: file; S. Bloodworth Botop

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



City of Fairhope

Prepared For

Sherry-Lea Botop
City of Fairhope

Created By

Tim Dozier
Hummingbird & South
251-434-9439
Tim@hummingbirdsouth.com
<http://www.hummingbirdsouth.com>



Overview

About Hummingbird & South

Hummingbird Ideas was founded in 2005 and has grown every year since our incorporation. Our approach to advertising and design is based on the premise that the most direct communication with the client regarding all aspects of an advertising campaign results in the most timely, cost-efficient and successful campaign. At Hummingbird, there is no artificial wall between the creative and the account sides of our agency. As a client, you communicate directly with the people who created your media or marketing strategy and the people who created the materials to execute those strategies.

Together our agency's leadership has more than 45 years of experience in advertising, marketing, and public relations.

Our clients vary widely in size, budget and marketing needs, but we provide all the services you would expect from a much larger agency.

Southern View Media has been delivering best-in-class digital marketing services to our clients for over 10 years. Based on your current digital marketing needs, our recommended approach will focus on lead generation and conversion optimization. Our tried and true methodologies will attract high quality traffic to your site through content that's valuable to your target audience. Our world-class conversion optimization techniques ensure all digital marketing tactics used will deliver true return on your investment.

What if the best digital marketing company in the southeast joined forces with the best advertising and design firm in the southeast?

Two amazing companies, one roof, one name, one phone call.

HUMMINGBIRD & SOUTH

Agreement & Terms

BILLING INFORMATION: Hummingbird & South will bill each project upon completion. Payment is due within 30 business days of invoice.

PROJECT CANCELLATION: If at anytime you feel that Hummingbird & South is not providing excellent service and value, please let us know so that we may rectify. If you would like to cancel this agreement, it can be done with 30 days written notice.



Project Proposal

Pricing

Services			
Name/Description	Price	Qty	Subtotal
Branding	\$3,200.00 / Fixed		
Concept, creation, and design of the new City of Fairhope logo. The process to include: 1) Concept pencil sketches 2) Digital logos, 3 created from the concept sketches 3) Final creation and design of logo with color 4) Creation of all digital file formats needed, after approval (jpeg, png, ai, eps and pdf file formats)			\$3,200.00
Creation of the logo brand standards book to show: - Logo and logo use (how to use and not use the logo) - Fonts - Colors and Pantones			
Copywriting	\$800.00 / Fixed		
Copywriting to establish brand tagline and paragraph-length brand story for the City of Fairhope.			\$800.00
Graphic Design/Layout: October 2018	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: October 2018	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Graphic Design/Layout: November/December 2018	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: November/December 2018	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00



Graphic Design/Layout: January/February 2019	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: January/February 2019	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Graphic Design/Layout: March/April 2019	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: March/April 2019	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Graphic Design/Layout: May/June 2019	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: May/June 2019	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Graphic Design/Layout: July/August 2019	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: July/August 2019	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00
Graphic Design/Layout: September/October 2019	\$125.00 / Hour	1.50	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (single page insert for utility bills). City of Fairhope to provide all content and copy.			\$187.50
Graphic Design/Layout: September/October 2019	\$125.00 / Hour	4	
Graphic design and layout of bi-monthly Fairhope Connect newsletter (bi-fold brochure). City of Fairhope to provide all content and copy.			\$500.00



City of Fairhope

Not to Exceed: **\$8,812.50**

An hourly rate of \$125 is used by Hummingbird & South.

Total cost: \$8,812.50

Signed by:

City of Fairhope

Date

RESOLUTION NO. _____

WHEREAS, on the 9th day of July, 2018, the City of Fairhope adopted Resolution No. 3122-18; a resolution to approve the purchase of purchase Ten (10) Marine Pedestals for Fairhope Docks from HyPower, a division of HydroHoist Marine Group, Inc., who is the sole source manufacture for this type of pedestal; with a total cost of \$9,104.00; and

WHEREAS, the Purchasing Department and Marina Manager have discovered that the Marine Pedestals quoted served only one vessel and the need is to serve two vessels per pedestal;

WHEREAS, the Purchasing Department and Marina Manager now desires that the City Council rescinds Resolution No. 3122-18; and authorizes the purchase of Ten (10) Marine Pedestals for Fairhope Docks from HyPower that serves two vessels per pedestal; with a total cost of \$11,524.88.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council rescinds Resolution No. 3122-18; and authorizes the purchase of Ten (10) Marine Pedestals for Fairhope Docks from HyPower (that serves two vessels per pedestal) with a total cost of \$11,524.88; and recommends budget amendment for same.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

COF Project No.

1397

AUG 7 '18 AM 8:11

Issuing Date: 7/26/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Purchase of HyPower Marine Pedestals (10); (Rescind Resolution 3122-18 for \$9,104.00)

Project Location: Marina

Presented to City Council: 8/13/2018 Resolution # : _____
Approved _____

Funding Request Sponsor: Drew Craze, Fairhope Docks Manager Changed _____
Lynn Maser, Special Projects Manager Rejected _____

Project Cash Requirement Requested:
Cost: \$11,524.88

Vendor: HyPower

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
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 XXX	Street-35	Sanitation-40

Project will be:

Expensed _____ Capitalized <u>XXX</u> Inventoried _____ Expense Code: <u>001340-50470</u> G/L Acct Name: <u>Purchases Vehicles & Equipment</u> Project Budgeted: <u>\$0.00</u> Over (Under) budget amount: <u>\$11,524.88</u>	Funding Source: Operating Expenses _____ Budgeted Capital _____ Unfunded <u>XXX</u> Grant: _____ Federal - not to exceed amount _____ State _____ City Bond: _____ Title _____ Year _____ Loan: _____ Title _____ Year _____ Capital Lease: _____ Payment _____ Term _____
---	---

Comments: **Budget was originally amended in Res 3122-18 for \$9,104. That budget amendment is rescinded and new budget amendment of \$11,525 is recommended.**

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>7/26/18</u> Request Approved Date: <u>7/26/18</u> Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>7/30/18</u> Approved Date: <u>7/30/18</u> Signatures: <u>Jill Cabiness</u> Jill Cabiness, MBA	<u>Mayor</u> Delivered To Date: <u>7/30/18</u> Approved Date: <u>7/31/18</u> Signatures: <u>Karin Wilson</u> Mayor Karin Wilson
---	---	---



MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffle, Purchasing Manager

Date: July 26, 2018

Re: Request City Council to rescind Resolution 3122-18 and authorize purchase of ten (10) HyPower Marine Pedestals in the amount of \$11,524.88

Karin Wilson
Mayor

Resolution 3122-18 was issued for the purchase of ten (10) HyPower Marine Pedestals in the amount of \$9,104.00 for the Fairhope Docks. The Marina Manager has chosen to purchase different pedestals to serve two vessels in lieu of one. The Marina Manager proposes to purchase ten (10) of these pedestals from HyPower in the amount of \$11,524.88 (see attached quote).

Please place on the next available City Council Agenda this request to rescind Resolution 3122-18 and approve the purchase of ten (10) marine pedestals from HyPower in the amount of \$11,524.88.

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

Cc: file; D. Craze; L. Maser

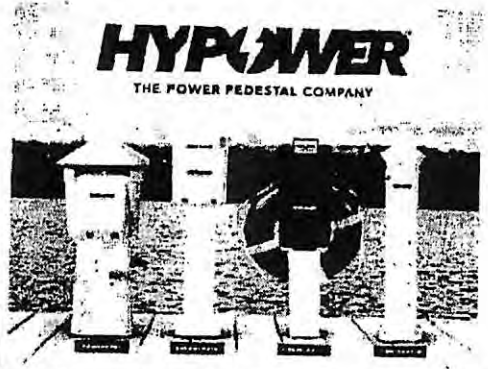
161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Quote Proposal

DATE 6/6/2018
PROJECT State of Alabama
PREPARED FOR Randy Weaver
 251-990-0119
randy.weaver@fairhopeal.gov



COMMENTS Quote# 321 REV1

Line	Unit / Part	Options	Description / Selected Options	Qty.	Unit Price (ea.)	Your Price (ea.)	Total Investment
1	PowerPort		Marine <i>PowerSnap® Weather Base*</i>	6	\$ 1,363.00	\$ 1,022.25	\$ 6,133.50
		Base Panels:					
		Side "B"	30A 125V • 50A 125/250V				
		Side "D"	30A 125V • 50A 125/250V				
		Choices	(2) Water Spigots & Hose Hanger				
	Lid/Top	White / Blue / Green (Choose one)					
	Lens	Clear / Amber / Blue (Choose one)					
2	PowerPort		Marine <i>PowerSnap® Weather Base*</i>	4	\$ 1,468.00	\$ 1,101.00	\$ 4,404.00
		Base Panels:					
		Side "B"	50A 125/250V • 50A125/250V				
		Side "D"	50A 125/250V • 50A125/250V				
		Choices	(2) Water Spigots & Hose Hanger				
	Lid/Top	White / Blue / Green (Choose one)					
	Lens	Clear / Amber / Blue (Choose one)					
Investment Sub-Total							\$ 10,537.50
Sales taxes if applicable will be added for your location at time of processing your sales order - this is an estimate only an may be adjusted upon invoicing							\$ -
* Shipping/Handling estimate (FOB Claremore OK) to ZIP							TBD \$ 987.38
TOTAL							\$ 11,524.88

For your convenience, we accept Credit Card, Check and Bank Wire Transfer • US Dollars • Does not include tariffs, duties, storage fees or other charges unless noted separately

PRICING VALID FOR THIRTY (30) DAYS FROM DATE OF QUOTE

This quotation is based on our interpretation of plans and/or specifications provided and does not take any applicable electrical or construction codes into account. Verify with your general contractor and/or engineer all local and other applicable electrical and constructions codes prior to order. It includes only what is listed and is subject to correction of errors. Changes in quantities, specifications or materials may require revisions in this proposal including pricing.

915 West Blue Starr Drive • Claremore, OK 74017 USA • Phone: 1.800.825.3379 / 918.341.6811 • Fax: 918.341.1178
 Email: sales@powerpedestal.com • www.powerpedestal.com

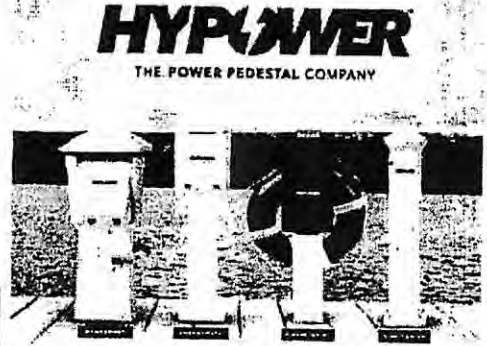
Initial: _____

Quote Proposal

DATE 6/6/2018

PROJECT State of Alabama

PREPARED FOR Randy Weaver
251-990-0119
randy.weaver@fairhopeal.gov



<u>COMMENTS</u>	<u>Quote# 321 REV1</u>
-----------------	------------------------

LINE NOTES:

- PowerPorts include a 9W photocell activated LED light
 - PowerSnap® Weather Base includes 350 MCM Lug Set
 - Water option includes 3/4" faucet and backflow preventer with hose hanger - requires on-site installation recommended by your licensed plumber to local code (available on PowerPorts, EnergyMate Stands and included on WaterCenters)
- PLEASE VERIFY YOUR WATER SUPPLY ACCESS - WE CAN SUPPLY 1/2" IF REQUIRED**

OPTIONS:

- Electrical Metering (limit 4 per PowerPort/2 per EnergyMate - (1) Meter (2) CT's and (1) Counter per side - (this does not include 100A 3-phase metering) 150.00 per side
- 20A GFCI Duplex Receptacle (Not for Shore Power) 41.25 ea. per panel
- ADDER - 30A 1-pole and 50A 2-P GFEP Breaker replaces standard breaker - 30ma trip required under amended 2107 NEC code as approved (GFEP Breakers are not people protection breakers) 474.41 per pedestal
- ADDER - 30A 1-pole and 50A 2-P GFCI Breaker replaces standard breaker - ±5ma trip breaker exceeding amended 2107 NEC code (GFCI Breakers are people protection breakers, more sensitive than standard or GFEP breakers) 221.25 per pedestal
- CHANGE OUT PowerSnap "Hurricane" Weather Base to Ring Connect Fixed Base - this option does not include 350MCM Lug Sets (116.25) per unit
- Removal of LED lighting and photocell - PowerPort will still have lens as a part of body assembly (27.80) per unit

Items Not Included: 20A GFCI Duplex Receptacle, GFEP/GFCI Breakers, Lug Set, Meter, CATV, Internet

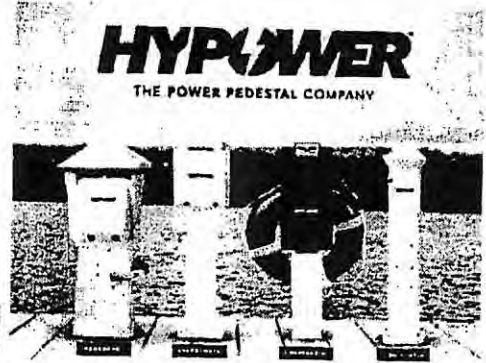
PowerPort Voltage/Power Feed: 120/240V (1PH) or 120/208V (3PH)* **CIRCLE YOUR NEED (if nothing selected units will be 1PH mfg.)**

***PowerPort(s) are quoted as 1-Phase unless noted above** - If PowerPort(s) quoted are ring connect base a 350MCM Lug Set will be needed for 3-Phase wiring and added to each unit at your cost - PowerSnap Weather Base(s) includes the 350MCM Lug Set at no additional cost 40.50 per unit

Initial: _____

Quote Proposal

DATE 6/6/2018
PROJECT State of Alabama
PREPARED FOR Randy Weaver
251-990-0119
randy.weaver@fairhopeal.gov



COMMENTS Quote# 321 REV1

Payment terms:

Standard payment terms are Payment in Full on product orders under \$5,000 or 50% deposit with order and the balance due prior to shipping on orders over \$5,000. For your convenience, we accept Credit Card, Check and Bank Wire Transfer.

Shipping dates are based on in-house production at time of order and confirmed when the order is placed - Once shipped allow 3-5 additional days for delivery
(Customer is responsible for adequate personnel and equipment to unload, inspect and accept/sign for the shipment)

Acceptance of Proposal:

By signing, initialing and dating, the principal acknowledges that the proposal has been read in its entirety and the prices, specifications and conditions are satisfactory and agreed to. HyPower is authorized to proceed with the specified order and payment will be made as required by this contract. Any changes to the order must be executed via e-mail or fax and are subject to acceptance by HyPower, additional charges may apply. All material is guaranteed to be as specified. All agreements are contingent upon strikes, accidents or delays beyond our control.

*** PLEASE RETURN ALL PAGES INITIALED WITH ORDER ***

Accepted By:

Signature: _____ Date: _____ - _____ - _____
Name: _____ Email: _____
Title: _____ Phone: (_____) _____ - _____

Proposed By:

Nick Sponsler
HyPower Sales Manager
HyPower, HydroHoist Marine Group

Cell: 918.549.1453
Fax: 918.341.1178
nick@powerpedestal.com

Billing Address:

Shipping Address:

Accounts Payable Contact:

Name: _____
Email: _____ Phone: (_____) _____ - _____

915 West Blue Starr Drive • Claremore, OK 74017 USA • Phone: 1.800.825.3379 / 918.341.6811 • Fax: 918.341.1178
Email: sales@powerpedestal.com • www.powerpedestal.com

Initial: _____

HYPOWER

THE POWER PEDESTAL COMPANY

Unrivalled versatility in a power pedestal.



HyPower's design and engineering have always been about ease of use for our customers. PowerPort® is the culmination of that philosophy.

It stands out over other traditional power pedestals with four functional built-in sides for added flexibility and convenience. PowerPort's wired, modular design features the PowerSnap® panel and 400 ampere capacity are certain to keep you ahead of your ever-changing electrical needs.



The Value Choice vs. Traditional Pedestals

FLEXIBILITY

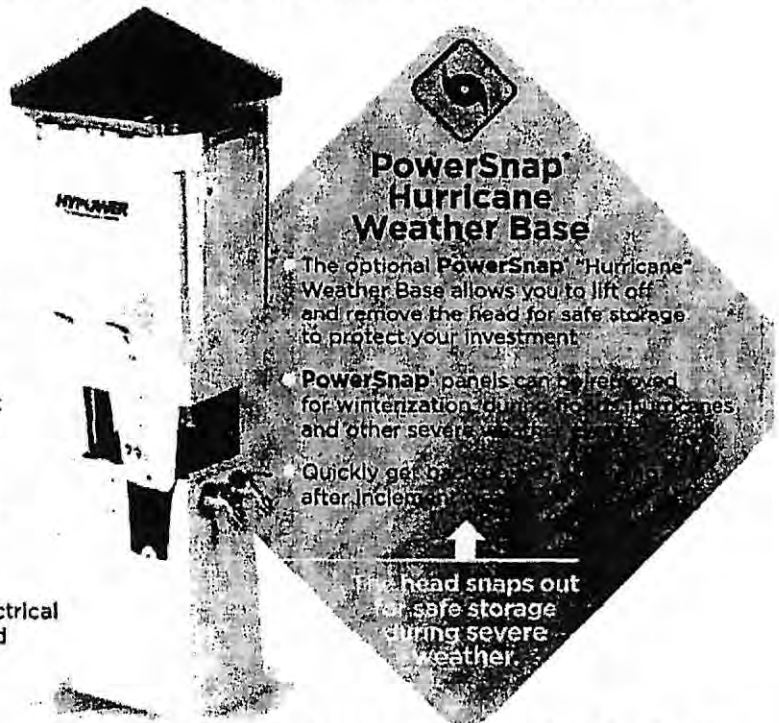
Receptacles and Breakers are on a quick service panel that snaps in and out making it easier to upgrade and service.

DURABILITY

Built to handle tough environments for a longer life with fewer repairs.

DESIGN

Safer and easier to use on-site, most electrical parts are standard and can be resupplied locally to reduce cost of ownership.



PowerSnap Hurricane Weather Base

The optional PowerSnap Hurricane Weather Base allows you to lift off and remove the head for safe storage to protect your investment.

PowerSnap panels can be removed for winterization during foot and hurricanes and other severe weather.

Quickly get back to work after inclement weather.

The head snaps out for safe storage during severe weather.

THE HYPOWER ADVANTAGE

powerpedestal.com

DESIGN PROOF

FILE NAME: HH HyPower_SpecSheet_PowerPort
LAST MODIFIED: December 5, 2016 11:40 AM
VERSION NUMBER: 1
DESIGNER: Daniel Tideman

HYPOWER™

THE POWER PEDESTAL COMPANY

STANDARD FEATURES

- Non-conductive polycarbonate injection molded body with UV protection
- Safer more secure internal fastening system
- Prewired with standard copper wire to 400 ampere with provided non-metallic separation of high-voltage, low-voltage and water
- Field wiring terminals to 350 kcmil for current carrying conductors and 2/0 AWG grounding
- Lockable hinged door with your padlock
- Photo-cell activated 360° lighting with a 9W LED bulb and your choice of a clear or amber lens
- PowerSnap panels
- Receptacles and breakers to include 100A, 50A, 30A and 20A Marine/RV with matching standard breakers
- Brass connectors/stainless steel screws at all high stress points for stronger assembly; no more leaning on the docks or wallowing out
- UL certified, ADA compliant, and meets or exceeds all NEC and NFPA requirements

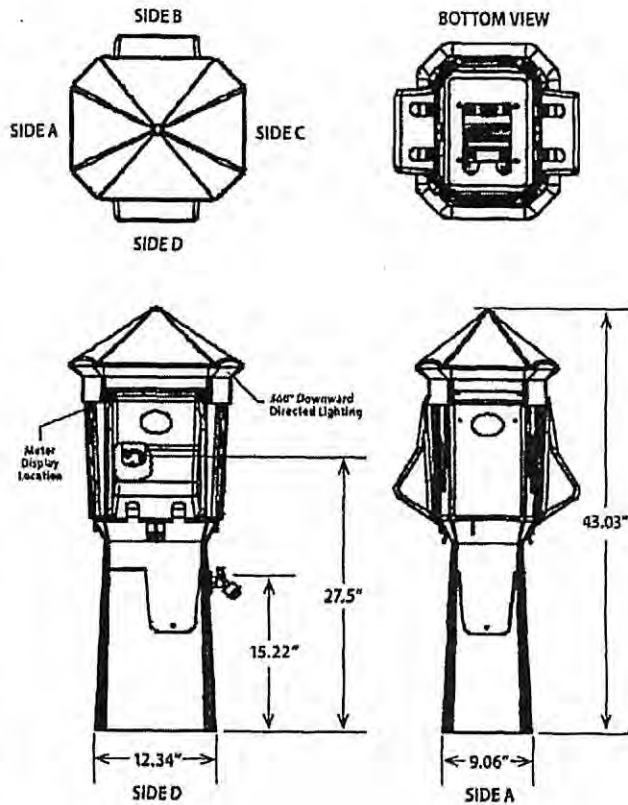
OPTIONS

- 3-Phase wiring available
- GFCI 5mA or GFEP 30mA breakers are available for 30A and 50A receptacles
- PowerSnap Hurricane Weather Base
- Up to two (2) 3/4" or 1/2" or hose bibs with ADA compliant turn ball valves and brass backflow preventers
- Lid/top colors: white, blue or green
- CATV and Internet/CAT5 connectors
- Custom logos available for branding
- Utility metering both electric and water with remote read capability

PowerPort®

"Our marina has been through three hurricanes. Thanks to the PowerSnap base, we were able to remove our pedestals from their bases and save them from being damaged. We also like being able to change power from slip to slip by just snapping in a different panel."

— BRIAN W., SPORTSMAN MARINA, ORANGE BEACH, AL



powerpedestal.com

918.341.6811 | Fax: 918.341.1178

Email: sales@powerpedestal.com

Technical assistance: support@powerpedestal.com

915 West Blue Starr Drive ■ Claremore, OK 74017 USA

HYPOWER



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DESIGN PROOF

FILE NAME: HH HyPower_SpecSheet_PowerPort
 LAST MODIFIED: December 5, 2016 11:40 AM
 VERSION NUMBER: 1
 DESIGNER: Daniel Tideman



www.powerpedestal.com

THE POWER PEDESTAL COMPANY

10/5/2017

To whom it may concern,

HyPower, a division of HydroHoist Marine Group Inc., is the sole source manufacturer for patented and proprietary products including finished pedestals like the PowerPort and EnergyMate, part dealing with the molded cases, PowerSnap panels, fittings and other vendor specific parts that are solely manufactured by HyPower.

This does not include standard electrical and other parts like screws, wire, wire fittings and receptacles and breakers that may be purchased from others as replacement parts.

If you have any questions please feel free to contact me.

Eric Farley
Director of HyPower Sales
918.341.6811 • efarley@powerpedestal.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 Pest Control 2018 (Bid Number 025-18) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Pest Control 2018

[3] After evaluating the bid proposals with the required bid specifications, Redd Pest Solution of the S.E., Inc., with a total bid proposal for an annual cost not to exceed \$13,768.04, is now awarded the bid for Pest Control 2018 for the City of Fairhope.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

AUG 7 '18 AM 8:10

JAW

City of Fairhope Project Funding Request

Issuing Date: 7/25/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Bid 025-18 Pest Control 2018

Project Location: City Wide

Presented to City Council: 8/13/2018 Resolution # : _____
Approved _____

Funding Request Sponsor: Richard Johnson, Public Works Director Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$13,768.04 (annual cost not-to-exceed)

Vendor: Redd Pest Solution of the S.E., Inc.

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: Various-50360
G/L Acct Name: General Maintenance

Project Budgeted: \$13,768.04

Over (Under) budget amount: \$0.00

Comments: This service was budgeted in Operating Expenses in multiple departments for FY2018, and will be budgeted likewise in FY2019

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

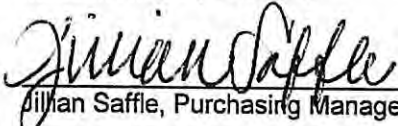
City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>7/24/18</u> Request Approved Date: <u>7/25/18</u> Signatures: <u>Michael V. Hinson CPA</u>	<u>Finance Director</u> Delivered To Date: <u>7/25/18</u> Approved Date: <u>7/25/18</u> Signatures: <u>Jill Cabiniss, MBA</u>	<u>Mayor</u> Delivered To Date: <u>7/25/18</u> Approved Date: <u>7/27/18</u> Signatures: <u>Mayor Karin Wilson</u>
--	--	---



MEMO

To: Michael Hinson, Treasurer

From: 
Julian Saffle, Purchasing Manager

Date: July 26, 2018

Re: Requesting City Council to approve Bid No. 025-18 Pest Control 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

Bid No. 016-17 Pest Control 2017, was executed by and between the City of Fairhope and Beebe's Pest & Termite Control on June 22, 2017 and expired on June 23, 2017. The requirement for pest control was re-bid to add the Fairhope Docks to the list of buildings to be treated each month.

Bid No. 025-18, Pest Control 2018, was issued on June 28, 2018 and opened on July 12, 2018. Public Works Director, Richard Johnson, recommends awarding the bid to the lowest responsive and responsible bidder, Redd Pest Solutions of the S.E., Inc.

Redd Pest has quoted a monthly price of \$980.67 for all locations denoted in the bid, for a yearly not-to-exceed price of \$11,768.04. After hours on-call rates are priced at \$95 / hour and the cost to treat trees for Formosan termites (as needed) is \$125 / tree. After hours rates and treatment of trees for Formosan termites shall not exceed \$2,000 per year for a total contract price not to exceed \$13,768.04 per year.

Please place on the next City Council Agenda this request to award Bid No. 025-18, Pest Control 2018, to Redd Pest Solution of the S.E., Inc. in the amount of \$13,768.04.

Cc: file; R. Johnson, A. Bosarge

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

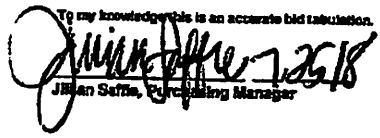
251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE
 BID TABULATION AND RECOMMENDATION
 BID NAME: PEST CONTROL 201
 BID NO: 025-18
 BID OPENED: JULY 11, 2018 1:00 A.M.
 Note: Bid Dond WAIVED

VENDOR	Bid Proposal/ Re-calculation Statement: Executed / Signed / Notarized	Signed Addenda 1,2,3	OPTION 1 Bid Price per MONTH	CORRECTED AMOUNT	OPTION 1 TOTAL Bid Price per YEAR (12 MONTHS)	CORRECTED AMOUNT	ON-CALL AFTERHOURS HOURLY RATE	FORMOSAN TREE TREATMENT	OPTION 2 Bid Price per MONTH	CORRECTED AMOUNT	OPTION 2 THREE YEAR CONTRACT TOTAL	CORRECTED AMOUNT	ON-CALL AFTERHOURS HOURLY RATE	FORMOSAN TREE TREATMENT
KNOX PEST CONTROL	YES	NO	\$1,221.00	\$1,257.00	\$14,652.00	\$15,084.00	\$18.00	No Response	\$1,221.00	\$1,257.00	\$14,652.00 (annual bid) \$43,956.00 (36 months)	\$15,084.00 (annual bid) \$45,252.00 (36 months)		
REDD PEST SOLUTIONS OF THE S.E., INC.	YES	YES	\$90.64	\$90.67	\$11,797.68	\$11,768.04	\$99.00	\$125 / tree	No Bid	No Bid	No Bid	No Bid	\$18.00	No Response
KELLY'S Exterminating Servis, Inc	no response													
TERMINIX	no response													
HAVARD PEST CONTROL, INC.	no response													
HOUSEHOLD TERMITE & PEST CONTROL	no response													
SOUTHEASTERN EXTERMINATING	no response													
CENTISBLE PEST CONTROL, LLC	no response													
ARROW EXTERMINATORS	no response													
ROSE TERMITE AND PEST CONTROL	no response													
COOK'S PEST CONTROL	no response													
WAYNE'S ENVIRONMENTALSERVICE	no response													
HADLEY TERMITE & PEST CONTROL	no response													
BEEBE'S PEST & TERMITE CONTROL, INC.	no response													
B&W PEST CONTROL	no response													
ENSECS	no response													

Values in red denote modifications to bids due to calculation errors
 Recommendation: Award bid to REDD PEST SOLUTIONS OF THE S.E., INC. (OPTION 1)

 72518
 Richard D Johnson, Director of Public Works

To my knowledge this is an accurate bid tabulation.
 72518
 Julian Saffin, Purchasing Manager

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 Pool Building Façade Repair for the Recreation Department (Bid No. 002-18).

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

Please see attached Bid Tabulation for
Pool Building Façade Repair
for the Recreation Department

[3] After evaluating the bid proposals with the required bid specifications, Gaillard Builders, Inc., with a total bid proposal of \$155,936.00, is now awarded the bid Pool Building Façade Repair for the Recreation Department.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ZMH

City of Fairhope Project Funding Request

Issuing Date: 7/24/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 002-18 Pool Building Façade Repair

Project Location: Rec Center Pool Building

Presented to City Council: 8/13/2018 Resolution # :
Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operations Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$155,936.00

Vendor: Gaillard Builders, 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
Department of General Fund Providing the Funding							
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

Project will be:

Expensed _____	Funding Source:
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: 103-55862 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Pool Building Façade State _____
City _____

Project Budgeted: \$125,000.00

Over (Under) budget amount: \$30,936.00

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

Comments: This project was budgeted within the Capital Projects Fund; there is approximately \$200,000 in budgeted Capital Outlay in the Capital Projects Fund that will not be expended in FY12018. This overbudget does NOT affect the General Fund.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>7/24/18</u>	Delivered To Date: <u>7/25/18</u>	Delivered To Date: <u>7/25/18</u>
Request Approved Date: <u>7/25/18</u>	Approved Date: <u>7/25/18</u>	Approved Date: <u>7/27/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Karin Wilson</u> Mayor Karin Wilson



MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffle, Purchasing Manager

Date: July 24, 2018

Re: Requesting City Council to approve Bid. No. 002-18 Pool Building
Façade Repair – Re-Bid

Karin Wilson
Mayor

Bid No. 002-18, Pool Building Façade Repair – Re-Bid, was issued on June 27, 2018 and opened on July 17, 2018. Director of Operations, Richard Peterson, recommends awarding the bid to the only responsive bidder, Gaillard Builders, Inc., in the amount of \$155,936 (see attached bid tab).

**Please place on the next City Council Agenda this request to award
Bid No. 002-18, Pool Building Façade Repair, in the amount of \$155,936.**

Cc: file; R. Peterson

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

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE
 BID TABULATION
 Bid Name: Pool Building Façade Repair--ReBid
 Bid Number: Bid No 002-18
 Date Opened: July 17, 2018 2:00 PM

Vendor	Bid Proposal Executed / Signed / Notarized/Non-Collusion Statement Signed / Notarized	Addenda 1, 2, 3, 4 signed	LUMP SUM BASE BID. The Lump Sum Base Bid Price includes, but is not limited to, all work related to the demolition of the existing soffit, new framing, sheathing, synthetic Stucco finish on the east and north soffits with new metal wall panels and perforated vinyl soffit on the west and south soffits, all as shown on the plans and described in the specifications, including all necessary labor, materials, equipment, supervision and miscellaneous details required to provide a finished product to the City of Fairhope	ALTERNATE LUMP SUM BID. The Alternate Lump Sum Bid price includes, but is not limited to, all work related to the demolition of the existing soffit, new framing, sheathing, synthetic Stucco finish on all soffits with new metal ventilation louver added to the west soffit, all as shown on the plans and described in the specifications, including all necessary labor, materials, equipment, supervision and miscellaneous details required to provide a finished product to the City of Fairhope	
GAILLARD BUILDERS, INC	YES	YES	\$155,936.00	\$204,226.00	Provided an exclusion list with Bid Response
MD THOMAS CONSTRUCTION, LLC			NO RESPONSE		
SYCAMORE CORPORATION, INC			NO RESPONSE		
M&N IF /ALABAMA, LLC			NO RESPONSE		
MW ROGERS CONSTRUCTIONCO, LLC (MWR)			NO RESPONSE		
CHARLES WEEMS GENERAL CONTRACTORS, INC			NO RESPONSE		
WARREN'S CONSTRUCTION COMPANY			NO RESPONSE		
MIKE KERR CONSTRUCTION, LLC			NO RESPONSE		
GILLIS CONSTRUCTION			NO RESPONSE		
PLATT BUILDERS, INC			NO RESPONSE		
J COOKS CONSTRUCTION			NO RESPONSE		
FITZGEARLD CONSTRUCTION, LLC			NO RESPONSE		
SUN COAST BUILDERS, INC			NO RESPONSE		

Recommendation: Award to Gaillard Builders, Inc. in the amount listed on Bid Response for the LUMP SUM BASE BID of \$155,936.00



Richard Peterson
 Director of Operations

7/19/2018

To my knowledge this is an accurate bid tabulation



Julian Saffie
 Purchasing Manager

7/19/18

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 Citywide Resurfacing & Striping Project for the Public Works Department (Bid Number 026-18) 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
Citywide Resurfacing & Striping Project
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Ammons & Blackmon Construction, LLC, with the total bid proposal of \$344,304.25, is now awarded the bid for Citywide Resurfacing & Striping Project for the Public Works Department.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

ZAN

Issuing Date: 7/26/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Bid 026-18 Citywide Resurfacing & Striping Project

Project Location: Citywide

Presented to City Council: 8/13/2018

Funding Request Sponsor: Richard Johnson, Public Works Director

Project Cash Requirement Requested:
Cost: \$344,304.25

Vendor: Ammons & Blackmon Construction LLC

Project Engineer: n/a

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

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Department Funding This Project									
General XXX	Gas	Electric	Water	Sewer	Gas Tax XXX	Cap Proj XXX	Impact XXX		
Department of General Fund Providing the Funding									
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		

Project will be:

Expensed <u>XXX</u>	Operating Expenses <u>XXX</u>	\$ 18,700.00
Capitalized <u>XXX</u>	Budgeted Capital <u>XXX</u>	\$ 325,604.25
Inventoried _____	Unfunded _____	

Expense Code: 103-55856 \$ 250,000.00 009-55010 \$ 75,604.25 1350-51410 \$18,700.00

G/L Acct Name: Citywide Street Resurfacing Street Maint/Construction Street Maint & Landscaping
Capital Projects Fund 4 & 7 Cent Gas Tax Fund GF Street Dept

Project Budgeted: \$250,000.00 Capital Project Fund; funded from budgeted transfer from Impact Fees
\$75,604.25 4 & 7 Cent Gas Tax Funds
\$18,700.00 GF Street Materials & Landscaping

Over (Under) budget amount: \$0.00

Comments:

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

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>7/26/18</u>	Delivered To Date: <u>7/30/18</u>	Delivered To Date: <u>7/30/18</u>
Request Approved Date: <u>7/26/18</u>	Approved Date: <u>7/30/18</u>	Approved Date: <u>7/31/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>



MEMO

To: Michael Hinson, Treasurer

From: *Jillian Saffle*
Jillian Saffle, Purchasing Manager

Date: July 26, 2018

Re: Requesting City Council to approve Bid. No. 026-18 Citywide Resurfacing & Striping Project

Karin Wilson
Mayor

Bid No. 026-18, Citywide Resurfacing & Striping Project, was issued on July 3, 2018. Bids were publicly opened and read aloud on July 20, 2018. Bids were received from three vendors with Ammons & Blackmon Construction, LLC being the low bidder.

Public Works Director, Richard Johnson, recommends awarding the bid to Ammons & Blackmon Construction, LLC in the amount of \$344,304.25 (see attached bid tab). The City is requesting that the following sites be paved:

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

ITEM #	Description	Bid Amount
A	Cedar Pointe (Rock Creek) - From Loop to Cul-De-Sac - Approx. 425 L.F.	\$22,365.70
B	Orange Avenue Pier Parking - Approx. 467 S.Y.	\$10,312.80
C	Glen Hardie - Entrance Apron - Approx. 182 S.Y.	\$8,115.00
D	Spring Run - Cottages to Greeno - Approx. 1090 L.F.	\$37,416.45
E	Middle Street (East) - Greeno to Ingleside - Approx. 1230 L.F.	\$35,869.00
F	Middle Street (West) - Mershon to Dogwood - Approx. 815 L.F.	\$26,625.40
G	County Road 13 - Morphy to Fairhope Ave (CR13) - Approx. 927 L.F.	\$79,857.15
H	Mechanic Shop Apron and Parking - Approx. 3575 S.Y.	\$36,530.00
I	Creek Drive (South) - Creek Drive to Cul-De-Sac - Approx. 787 L.F.	\$49,610.00
J	North Bayview - 2 Locations - North Curve and N of Keifer - Approx. 378 S.Y.	\$21,854.75
K	City-Wide Road Striping - Multiple Locations	\$15,748.00
Combined Bid Total		\$344,304.25

Budget allocation for this project shall be as follows:

- \$250,000.00 – GL55865 – Impact Fees (Budgeted in FY2018)
- \$ 18,700.00 – GL51410 – St. Material & Landscaping (Striping Portion)
- \$ 75,604.25 – GL49890 – 4 & 7 Cent Gas Tax Fund

Please place on the next City Council Agenda this request to award Bid No. 026-18, Citywide Resurfacing & Striping Project, to Ammons & Blackmon Construction, LLC in the amount of \$344,304.25.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; R. Johnson

CITY OF FAIRHOPE
 BID NO: 008-18
 BID NAME: Citywide Resurfacing & Sealing Project
 BID OPENED: July 23, 2018 10:00 A.M.
 Note: Bid Bond - no more than \$10,000

VEHICLE	Asphalt Services, Inc.	Bid Response	Corrected Amount	Ammons & Blackman Construction, LLC	Bid Response	Corrected Amount
Bid Proposal Executed / Signed / Advertised		YES		YES		
Bid Bond		YES		YES		
Air Rider #1, 2 signed		YES		YES		
A. CEDAR POINT (Rock Cr.) - From loop to Chi-Lee - Approx. 425 L.F.		\$15.00	\$900.00	\$7.00	\$448.00	
Task Code - (65-A) (65-0) (65-0) GMS - BY 6/4/18		\$15.00	\$900.00	\$7.00	\$448.00	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$15.49	\$1,033.37	\$14.00	\$924.00	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$12.00	\$1,764.00	\$14.00	\$924.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$158.00	\$11,073.00	\$150.85	\$12,359.70	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$150.00	\$2,500.00	\$223.00	\$3,774.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$800.00	\$2,400.00	\$275.00	\$825.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$18,900.00	\$18,900.00	\$274,514.70	\$274,514.70	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$469.00	\$469.00	\$1.00	\$1.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$978.00	\$978.00	\$850.00	\$850.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$41,007.00	\$41,007.00	\$223,985.70	\$223,985.70	
B. ORANGE AVENUE PIER PARKING - Approx. 467 B.Y.		\$15.00	\$420.00	\$9.50	\$296.00	
Task Code - (65-A) (65-0) (65-0) GMS - BY 6/4/18		\$15.00	\$420.00	\$9.50	\$296.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 23 TON		\$950.00	\$950.00	\$510.00	\$510.00	
Remove and Recycle Wearing Surface (Asphalt) - 1" Total Depth (65-A) (With 5% Overlap) - QTY 23 TON		\$17.75	\$246.00	\$4.00	\$560.00	
Soil Work, Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 23 TON		\$2.00	\$200.00	\$4.00	\$560.00	
Solid Traffic, Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 23 TON		\$75.00	\$75.00	\$250.00	\$250.00	
Black Chalk 1, Type A, Traffic Bases and Laydown (65-A) - Hand-applied Paving - One Cal. One Ton Accessible with Landfill/Recycle - QTY 1		\$18,900.00	\$18,900.00	\$190,310.80	\$190,310.80	
Traffic Control (Misc. 2 1/2" of Sub-Totals) - QTY 1 LB		\$0.00	\$0.00	\$1.00	\$1.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$208.75	\$208.75	\$1.00	\$1.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$8,478.75	\$8,478.75	\$140,112.80	\$140,112.80	
C. GLEN HARDIE - Enhance Apron - Approx. 182 B.Y.		\$15.00	\$150.00	\$25.00	\$250.00	
Task Code - (65-A) (65-0) (65-0) GMS - QTY 10 GA		\$15.00	\$150.00	\$25.00	\$250.00	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$0.00	\$0.00	\$20.00	\$20.00	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$200.00	\$3,000.00	\$700.00	\$11,654.20	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 19 TONS		\$0.00	\$0.00	\$300.00	\$300.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 19 TONS		\$0.00	\$0.00	\$1.00	\$1.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 19 TONS		\$144.00	\$144.00	\$7,590.00	\$7,590.00	
Traffic Control (Misc. 2 1/2" of Sub-Totals) - QTY 1 LB		\$116.72	\$116.72	\$180.00	\$180.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$233.44	\$233.44	\$375.00	\$375.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$4,078.16	\$4,078.16	\$4,111.00	\$4,111.00	
D. Spring Run - Concrete to Green - Approx. 100 L.F.		\$15.00	\$2,145.00	\$6.00	\$358.00	
Task Code - (65-A) (65-0) (65-0) GMS - QTY 143 GA		\$15.00	\$2,145.00	\$6.00	\$358.00	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$8.00	\$19,642.00	\$2.75	\$7,189.25	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 228 TONS		\$8,000.00	\$8,000.00	\$110.00	\$26,216.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 228 TONS		\$10.00	\$720.00	\$10.00	\$720.00	
Traffic Control (Misc. 2 1/2" of Sub-Totals) - QTY 1 LB		\$0.00	\$0.00	\$10.00	\$10.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$49,787.00	\$49,787.00	\$38,416.43	\$38,416.43	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$1,194.87	\$1,194.87	\$500.00	\$500.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$2,389.34	\$2,389.34	\$1,500.00	\$1,500.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$51,371.01	\$51,371.01	\$37,411.48	\$37,411.48	
E. Middle Street (East) - Green to Inghams - Approx. 120 L.F.		\$15.00	\$2,310.00	\$6.75	\$1,029.50	
Task Code - (65-A) (65-0) (65-0) GMS - QTY 164 GA		\$15.00	\$2,310.00	\$6.75	\$1,029.50	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$6.00	\$19,764.00	\$2.75	\$7,683.50	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 188 TON		\$130.00	\$25,740.00	\$170.00	\$23,790.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 188 TON		\$5,000.00	\$1,500.00	\$2,200.00	\$330.00	
Soil Work (Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 23 TON		\$15.00	\$420.00	\$10.00	\$300.00	
Soil Work (Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 23 TON		\$8.00	\$240.00	\$10.00	\$300.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$48,744.00	\$48,744.00	\$34,026.40	\$34,026.40	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$1,169.35	\$1,169.35	\$500.00	\$500.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$2,338.70	\$2,338.70	\$1,500.00	\$1,500.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$90,282.05	\$90,282.05	\$35,848.00	\$35,848.00	
F. Middle Street (West) - Marsh to Dozmore - Approx. 418 L.F.		\$15.00	\$1,545.00	\$6.75	\$895.25	
Task Code - (65-A) (65-0) (65-0) GMS - QTY 101 GA		\$15.00	\$1,545.00	\$6.75	\$895.25	
Utility/Paving Existing Asphalt (1" Deep) (65-A) (65-0) (65-0) 3/4" 8' BY		\$190.00	\$17,290.00	\$192.85	\$17,889.05	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 131 TON		\$6,000.00	\$9,000.00	\$2,200.00	\$330.00	
Soil Work (Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 131 TON		\$0.00	\$0.00	\$10.00	\$10.00	
Soil Work (Class 1, Type A, Traffic Bases, 5" (5M) (65-A) (With 5% Overlap) - QTY 131 TON		\$8.00	\$320.00	\$10.00	\$300.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$35,083.09	\$35,083.09	\$24,026.40	\$24,026.40	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$877.07	\$877.07	\$600.00	\$600.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$1,754.15	\$1,754.15	\$1,000.00	\$1,000.00	
Material/Construction (65-A) (Misc. 5.0% of Sub-Totals) - QTY 1 LB		\$37,714.22	\$37,714.22	\$28,626.40	\$28,626.40	
G. County Road 13 - Moply to Fairhope Ave (CR13) - Approx. 877 L.F.		\$0.00	\$4,498.00	\$5.00	\$5,846.00	
Asphalt Paving - Bituminous Concrete Wearing Surface, 1.5" (15M2) Compacted Thickness (65-A) (With 5% Overlap) - QTY 778 B.Y.		\$0.00	\$4,498.00	\$5.00	\$5,846.00	

Annons & Blackmon Construction, LLC	
Bid Response	Corrected Amount
 Jillian Saffie, Purchasing Manager	
1,701,8	

John G Waller Construction Co. Inc	
Bid Response	Corrected Amount

Asphalt Services, Inc	
Bid Response	Corrected Amount

VELDOR	
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Recommendation: Award to Annons & Blackmon Construction, LLC


 Richard D Johnson, Director of Public Works
 7/26/18

Jillian Saffle

From: Jillian Saffle
Sent: Thursday, July 26, 2018 10:39 AM
To: Richard Johnson
Cc: Jill Cabaniss; Michael Hinson; Dee Dee Brandt
Subject: RE: Bid Tab and Recommendation for Bid No 026-18

Richard,
As we discussed, the bid response form had some calculation errors. The combined bid total is \$344,304.25. Budget allocation for this amount will be as follows:

\$250,000.00 – GL55865 - Impact Fees (Budgeted in FY2018)
\$ 18,700.00 – GL51410 - St. Material & Landscaping (Striping Portion)
\$ 75,604.25 – GL49890 – 4 & 7 Cent Gas Tax Fund

Please provide your concurrence.

Thanks,

Jillian Saffle
Purchasing Manager
City of Fairhope

From: Richard Johnson
Sent: Monday, July 23, 2018 2:08 PM
To: Jillian Saffle <jillian.saffle@fairhopeal.gov>
Cc: Jill Cabaniss <jill.cabaniss@cofairhope.com>; Michael Hinson <michael.hinson@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@cofairhope.com>
Subject: RE: Bid Tab and Recommendation for Bid No 026-18

Jillian:

It is my recommendation we do all projects as bid at \$343,554.95 – budget allocation should be as follows:

\$250,000.00 – GL55865 - Impact Fees (Budgeted In FY2018)
\$ 18,652.20 – GL51410 - St. Material & Landscaping (Striping Portion)
\$ 74,902.75 – GL49890 – 4 & 7 Cent Gas Tax Fund

If the Council wants to reduce the project cost – see attached additive alternate costs.

Thanks,

RDJ

Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
Email: richard.johnson@fairhopeal.gov
555 S. Section St. – Fairhope, AL 36532

Office: 251-929-0360
Cell: 251-423-7418

From: Dee Dee Brandt
Sent: Monday, July 23, 2018 9:28 AM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: Jillian Saffle <jillian.saffle@fairhopeal.gov>
Subject: Bid Tab and Recommendation for Bid No 026-18

I have attached the Bid Tabulation and Rec for you to review, plus the responses. Please let me know who you choose to recommend, I will add the rec and print on paper size that is readable for the council.

Dee Dee Brandt
Purchasing Clerk
deedeb@cofairhope.com
251 928-8003

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure the City's MUNIS Software Annual Maintenance for IT Department, from Tyler Technologies, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$45,361.07.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

[Handwritten initials]

City of Fairhope Project Funding Request

Issuing Date: 7/26/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Munis Software Annual Maintenance Fees

Project Location: Citywide

Presented to City Council: 8/13/2018 Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, IT Director Changed _____

Project Cash Requirement Requested: Rejected _____

Cost: \$45,361.07

Vendor: Tyler Technologies, Inc.

Project Engineer: n/a

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

Department Funding This Project							
General XXX	Gas XXX	Electric XXX	Water XXX	Sewer XXX	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 XXX
Capitalized _____
Inventoried _____

Expense Code: Various-50300
G/L Acct Name: Computer Expense

Project Budgeted: \$45,361.07

Over (Under) budget amount: \$0.00

Comments: Budgeted in various department operating expenses

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>7/26/18</u> Request Approved Date: <u>7/26/18</u> Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>7/30/18</u> Approved Date: <u>7/30/18</u> Signatures: <u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Mayor</u> Delivered To Date: <u>7/30/18</u> Approved Date: <u>7/31/18</u> Signatures: <u>Karin Wilson</u> Mayor Karin Wilson
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MEMO

To: Michael Hinson, Treasurer

From:

Jillian Saffle
Jillian Saffle, Purchasing Manager

Date: July 26, 2018

Karin Wilson
Mayor

Re: City Council approval of Tyler Technologies maintenance fees for the City's Munis Software

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 IT department requests approval of the Tyler Technologies maintenance fees for the City's Munis software in the amount of **FORTY-FIVE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND SEVEN CENTS (\$45,361.07)** (see attached invoice). These fees will cover maintenance from August 23, 2018 to August 22, 2019.

Please place on next available City Council agenda this request to approve Tyler Technologies maintenance fees for the City's Munis software in the amount of \$45,361.07.

Cc: file; J. Montgomery

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-229640	07/01/2018	1 of 2

Empowering people who serve the public*

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com



Bill To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

CITY OF FAIRHOPE

JUN 29 2018

ACCTS PAYABLE

Ship To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

CITY OF FAIRHOPE

JUL 11 2018

ACCTS PAYABLE

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47908	110268		USD	NET30	07/31/2018

Date	Description	Units	Rate	Extended Price
Contract No.: FAIRHOPE, AL				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	7,933.37	7,933.37
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,850.00	1,850.00
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	2,774.01	2,774.01
	SUPPORT & UPDATE LICENSING - WORK ORDERS, FLEET & FACILITIES MANAGEMENT Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,326.70	1,326.70
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	928.68	928.68
	SUPPORT & UPDATE LICENSING - BID MANAGEMENT Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	530.68	530.68
	SUPPORT & UPDATE LICENSING - INTERFACE TO BMI TRACKING Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	530.68	530.68
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	663.35	663.35
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	663.35	663.35
	SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	0.00	0.00
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	928.68	928.68
	SUPPORT & UPDATE LICENSING - CONTRACT MANAGEMENT Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	434.19	434.19
	SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,061.35	1,061.35
	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,567.92	1,567.92
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,857.37	1,857.37
	SUPPORT & UPDATE LICENSING - INVENTORY Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	1,061.35	1,061.35
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	1	796.02	796.02
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	3,883.60	3,883.60



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-229640	07/01/2018	2 of 2

Empowering people who serve the public™

RVA

Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Rec'd 7/19
[Signature]
 7/11/18

Bill To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

Ship To: CITY OF FAIRHOPE
 ATTN: DANIEL AMES
 555 SOUTH SECTION ST.
 PO DRAWER 429
 FAIRHOPE, AL 36532

001100-50300

JUN 29 2018

ACCTS PAYABLE

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
47908	110268		USD	NET30	07/31/2018

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	1,768.92	1,768.92
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - PROJECT & GRANT ACCOUNTING	1	796.02	796.02
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	1,061.35	1,061.35
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	663.35	663.35
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	663.35	663.35
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	663.35	663.35
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	1,447.31	1,447.31
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	2,170.96	2,170.96
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	2,010.14	2,010.14
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES	1	1,507.61	1,507.61
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	3,497.66	3,497.66
Maintenance: Start: 23/Aug/2018, End: 22/Aug/2019	SUPPORT & UPDATE LICENSING - RECRUITING	1	519.75	519.75

CITY OF FAIRHOPE

JUL 11 2018

V# 28589

ACCTS PAYABLE

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	45,361.07
Sales Tax	0.00
Invoice Total	45,361.07

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure a 6,000 lb. Capacity Tier 4 Final Compliant Diesel Forklift for the Warehouse; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$35,778.00.

Adopted on this 13th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

AUG 7 '18 AM 8:10

ZMH

Issuing Date: 7/24/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Purchase Diesel Forklift - 6,000 lb Capacity

Project Location: Warehouse

Presented to City Council: 8/13/2018 Resolution # :
Approved _____

Funding Request Sponsor: Richard Johnson, PW Director Changed _____

Project Cash Requirement Requested: Rejected _____

Cost: \$35,778.00 Sourcewell (formerly NJPA) Buying Group Contract

Vendor: Thompson Lift Truck Company - Montgomery, AL

Project Engineer: n/a

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

Department Funding This Project							
General	Gas XXX	Electric XXX	Water XXX	Sewer XXX	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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

Project will be:

Expensed _____	Funding Source:
Capitalized <u>XXX</u>	Operating Expenses _____
Inventoried _____	Budgeted Capital <u>XXX</u>
	Unfunded _____

Expense Code: Utilities-16030 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Vehicles & Equipment State _____

Project Budgeted: \$18,000.00 City _____

Over (Under) budget amount: \$17,778.00 Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Comments: **Regarding the over budget issue - In the judgement of management, \$18,000 will not even purchase a used forklift worth having, and will not provide the long term production and life of a new Diesel Forklift. See attached memo from Richard Johnson.**

Capital Lease: _____ Payment _____ Term _____

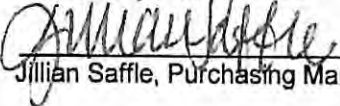
City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>7/12/18</u> Request Approved Date: <u>7/24/18</u> Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>7/25/18</u> Approved Date: <u>7/25/18</u> Signatures: <u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Mayor</u> Delivered To Date: <u>7/25/18</u> Approved Date: <u>7/27/18</u> Signatures: <u>Mayor Karin Wilson</u> Mayor Karin Wilson
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MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffle, Purchasing Manager

Karin Wilson
Mayor

Date: July 12, 2018

Re: Greensheet and City Council approval for procuring one (1) 6,000 lb. Capacity Diesel Forklift for the Warehouse

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 Purchasing Department requests approval to procure one (1) 6,000 lb. Capacity Tier 4 Final Compliant Diesel Forklift off of the Sourcewell (formerly NJPA) Contract #101816-MCF. The forklift will be used in the City Services and Utility Building warehouse. Since the forklift will be purchased off of the Sourcewell Contract it does not need to be let out for bid.

The forklift will be purchased through Thompson Lift Truck of Montgomery, AL in the amount of **THIRTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY EIGHT DOLLARS (\$35,778.00)**. This forklift is currently budgeted at EIGHTEEN THOUSAND DOLLARS (\$18,000.00) and will be split between the utilities.

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one (1) 6,000 lb. Capacity Tier 4 Final Compliant Diesel Forklift for the warehouse.

CC: file; R. Johnson

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Michael Hinson

From: Richard Johnson
Sent: Wednesday, July 18, 2018 7:34 AM
To: Michael Hinson
Cc: Richard Peterson; Jillian Saffle; Clint Steadham; Randy Weaver; Maurice Morrisette; Tim Bung
Subject: RE: Got a question about the Forklift purchase request
Attachments: Storm Prep

Michael:

This whole consideration was prompted by the email attached. Maurice expressed legitimate concerns during a prep period for a potential TS during the Memorial Day Weekend. No one knows who selected the \$18K for the budget. A decent used forklift was \$22K-\$24K. My role was to get T. Bung to price a forklift the warehouse operations needed. In addition, both Public Works and Utilities agreed that a replacement needed to be here before the "real" start of Hurricane Season – end of August.

At the time we got "quotes" there were two used models available – both had some undesirable features and possible limitations. Secondly, it was unknown if we could buy them through the Purchasing COOP or if they would still be available at time of Council approval.

The buyers and warehouse manager were of the position that we needed to buy new, to get the needed capacity and features, and move this recommendation to Council.

Salient Facts:

1. The current forklift is beyond its useful service life.
2. We do not want to be in storm prep and/or response with no readily available means to unload and move purchased materials.
3. The service life is 20+ years of a new unit – that amounts to a \$1800/year ownership cost.
4. Public Works and Utilities Support this purchase.
5. If Council will not consider, purchasing will request to encumber the current \$18K and request additional \$18K in FY2019 Budget to complete the procurement, unfortunately this would likely be after Hurricane Season.

Yours assistance in this matter, as always, is greatly appreciated.

Yours,

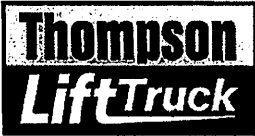
RDJ

Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
Email: richard.johnson@fairhopeal.gov
555 S. Section St. – Fairhope, AL 36532
Office: 251-929-0360
Cell: 251-423-7418

Michael Hinson

From: Maurice Morrisette
Sent: Tuesday, May 22, 2018 11:37 AM
To: Jill Cabaniss; Loran Walker; John Saraceno; Clint Steadham; Randy Weaver; Richard Johnson; Richard Peterson
Subject: Storm Prep

Good afternoon! As we prepare for any storms that may happen, we have overlooked one important thing. It's the muscle in the warehouse. This dinosaur of a forklift. It does things that I can only imagine. If something happens to my muscle, I would be incapable of doing it myself. With that being said, he's on his last leg. Any emergency supplies that need to be unloaded would almost need to be unloaded by hand if this problem isn't resolved. Thanks for reading.



Print Date:	7/12/2018
Quote No.:	4973037623-7
Customer No.:	2744600
Valid Until:	7/31/2018

PURCHASER
CITY OF FAIRHOPE
 PO BOX 429
 FAIRHOPE AL 36532

SHIP TO
CITY OF FAIRHOPE
 555 Section Street
 FAIRHOPE AL 36532

Thompson Lift Truck Company is pleased to submit the following solution for your material handling needs. Below you will find a summary with total cost. The following pages consist of a prepared equipment order including detailed specifications and any attachments.

MC DP30N5 SN: AT14G00515 EQN012002 \$35,778.00
 DP30N5D - 6,000 lb. Capacity Tier 4 Final Compliant Diesel forklift

Pricing in compliance with NJPA / Sourcewell pricing program.
 Member # 2216

Finance Option:
 - 48 month \$1 option lease purchase - \$ 825 per month
 - 48 month Fair Market Value lease (1000 annual hours) - \$ 585 per month

LIFT IS IN STOCK and can be delivered within a week or so!

Sales Subtotal	35,778.00
Tax Subtotal	0.00
Total	35,778.00

Thank you for the opportunity to assist you! We look forward to working with you and supporting your operation. If you have any questions regarding the proposal or specifications please do not hesitate to ask! Once all questions have been resolved please sign the equipment order and initial the terms page. We appreciate your valued order!

Prices, Taxes and Availability are subject to change

The Equipment purchased hereunder will be delivered to Purchaser at _____ as soon as available from Seller's stock or from the factory, subject to normal delivery scheduling, and the Sales Price includes normal delivery charge, unless the following sentence applies: (Mark box if applicable.) Delivery will be f.o.b. Seller's address above unless Purchaser's address is shown in in the preceding sentence and a separate delivery charge is shown on Line (7). Delivery dates are approximate and subject to change. Seller will not be liable for any delays in delivery due to any cause whatsoever beyond Seller's direct control. If insurance is not included here, list Purchaser's Insurance Agent: _____
 This Order consists of two pages. Purchaser agrees to purchase the equipment described above on the Terms and Conditions set forth above and on the back of this page or the accompanying page.

Signature: _____ Date: _____ TTCO: _____

TERMS AND CONDITIONS

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

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

3. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

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

The foregoing provisions are in lieu of all other warranties, express or implied. Seller hereby disclaims, and Purchaser hereby waives, any warranty of MERCHANTABILITY or FITNESS FOR ANY PARTICULAR PURPOSE and any other warranty or obligation of Seller to Purchaser on account of any defect in or any failure or insufficiency of the equipment. In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

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

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

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

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

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

8. **ARBITRATION OF DISPUTES.** Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act, 9 U.S.C. Sec. 1. Purchaser and Seller agree that all disputes, controversies or claims of any kind and character whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

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

10. Notice of Thompson Tractor Co., Inc. Customer Data and Telematics Data Privacy Statements

Customer Data

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

Telematics Data

In the event this machine is equipped with telematics devices such as Product Link or the Vital Information Management System (VIMS), data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com
ver: DFLLC3/14

Initial: _____

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 101816-MCF

Proposer's full legal name: Mitsubishi Caterpillar America Forklift Inc. (MCFA)

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be December 15, 2016 and will expire on December 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on December 15, 2016

NJPA Contract # 101816-MCF

Vendor Authorized Signatures:

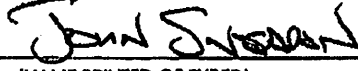
The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Mitsubishi Caterpillar Forklift America Inc.

Authorized Signatory's Title Director of Sales



VENDOR AUTHORIZED SIGNATURE



(NAME PRINTED OR TYPED)

Executed on 14 Dec 2016

NJPA Contract # 101816-MCF



Mitsubishi Caterpillar Forklift America Inc. - MCFA

MCFA develops, manufactures and distributes the highest quality material handling solutions.

#101816-MCF

Maturity Date: 12/15/2020

[Product & Services](#) ▼

Products & Services

Sourcewell contract 101816-MCF gives access to the following types of goods and services:

- CAT® LIFT TRUCKS - sit-down counterbalanced, electric and internal combustion lift trucks
- MITSUBISHI FORKLIFT TRUCKS- sit-down counterbalanced, electric and internal combustion lift trucks
- JUNGHEINRICH®- complete line of reach trucks, walkie end riders, turret trucks and walkie pallet jacks

Become a Member

Simply complete the online application or contact the Membership Team at membership@sourcewell-mn.gov or 877-585-9706.

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RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby adopts to set the following sequences for the appointment of an interim Chief of Police and a Chief of Police for the City of Fairhope:

[1] The City Council will be accepting applications from in-house, (i.e. Fairhope Police Officers only) until Monday, August 20, 2018, at 5:00 p.m.

[2] The City Council will conduct interviews on Friday, August 24, 2018 beginning at 9:00 a.m. 45-minutes apart with an Executive Session after the last interview.

[3] The City Council will name and appoint an Interim Chief of Police by the following Monday, August 27, 2018 at the applicant's current salary.

[4] The City Council will appoint a Chief of Police no later than 6 months after the interview at the salary range of a Grade 28.

ADOPTED ON THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, the City of Fairhope has an executed Municipal Lease with Fairhope Yardarm Restaurant and Marina Inc. for that portion of the Fairhope Municipal Pier upon which the Yardarm Restaurant and building, deck, and the marina portion of the Fairhope Municipal Pier now known as the Fairhope Marina are presently situated; and

WHEREAS, the City of Fairhope consented and agreed to allow the transfer and assignment of the Fairhope Yardarm Restaurant and Marina, Inc. to Ricci Company, LLC; and

WHEREAS, Ricci Company, LLC d/b/a Shux on the Pier desires to transfer and assign said lease to David Mills and David Dearman who has a contract to purchase the restaurant and the leasehold interest; and Section 6 of our Municipal Lease Agreement reads:

Lessee may not assign or transfer this lease, or any interest herein, without the written consent of Lessor, but the Lessor will not unreasonably withhold its consent to said transfer. Lessee shall have the right to assign or transfer this lease, or any interest herein, for such consideration and under such terms as may be deemed reasonable and appropriate to the Lessee, with the written consent of the Lessor. Lessee shall have the right to sublet a portion of the premises leased herein as Lessee sees fit, provided lease complies with all City ordinances and State laws applicable hereto, and further provided Lessee obtains the written consent of Lessor. Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the demised premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer or sale by operation of law in any manner whatsoever. The ownership of the existing Shux Restaurant building, including the deck and all additions and improvements thereto will belong to the Lessor at the end of the lease period.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope does hereby consent and agree to the transfer and assignment of Ricci Company, LLC d/b/a Shux on the Pier to David Mills and David Dearman.

DULY ADOPTED THIS 13TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Gayle Fogarty
Sent: Thursday, July 19, 2018 2:57 PM *ZAH*
To: Lynn Donnelly Maser
Cc: Lisa A. Hanks, MMC
Subject: August 13 - City Council Meeting

The Recreation Board requested the following recommendation be made to the City Council for the August 13, 2018 City Council Agenda.

Recreation Board
July 18, 2018

A motion was made by the Fairhope Recreation Board to recommend to the Fairhope City Council to expend up to twenty thousand dollars (\$20,000) for acquisition and installation of a playground set at the Fairhope Soccer Complex, with the stipulation that the Fairhope Rotary Club will reimburse the City of Fairhope for the cost of the equipment itself, the motion was considered and approved by Bob Keyser, and seconded by Charlie Langham, none opposed.

Total: \$19,274

Equipment: \$11,816
Freight: \$710
Owner's Kit: \$53
Installation: \$6,695

Form U.S. Communities Buying Group – so it doesn't have to go out for bid.

Gayle Fogarty
Mayor's Office
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533
251.990.0100 phone

Received 8/7/18
JAH

City of Fairhope

Approval for Special Event Request

Date complete application submitted to Rental Facilities Department

City Sponsored Event Non City Sponsored Event

Event: Fairhope K-6 PTC "PIRATE DASH"

Person Requesting: Melissa Thompkins

Date of Event: 2-9-19

Location: Streets (NON-CBD closure) + Henry George Park
for after party

Please attach all supporting documentation.

Approval:

Joseph H. Pettin Date: 07-19-2018
Police Chief/Designee

Estimated security cost for event \$ 1,200.00

[Signature] Date: 7/27/18
Director of Public Works/Designee

Estimated cost for city services \$ 200.00

Disapproval:

Police Chief Date: _____

Director of Public Works/Designee Date: _____

Route back to rental facilities department for application package finalization

NOTES: _____



July 2, 2018

To whom it may concern within the City of Fairhope,

We, the Fairhope K-6 Parent Teacher Corporation, are requesting permission to close the streets in downtown Fairhope on Saturday, February 9, 2019 from 6:00 am to 10 am. We are planning our 5th annual The Pirate Dash. This is a 5K Run and 1 mile Fun Run to raise money for the educational needs of the Fairhope Elementary and Fairhope Intermediate Schools. The 5k race will begin at 8 am and the one-mile fun run will begin at 9am. The race will begin and end at the same location on Magnolia Ave by the bluff.

We will need electricity at the starting/ending point of the race on the bluff. We are requesting barricades at major road intersections to protect our runners. We will have three porta potties at the end of the race.

Attached you will find a copy of the race route.

If there is anything else you need from us, please contact Amy Naff at 251-242-7174 acnaff@gmail.com or Melissa Tompkins at 251-463-4595 melissamtompkins@gmail.com.

We look forward to hearing from you and the City Council for final approval.

Sincerely,


Amy Naff


Melissa Tompkins

K-6 PTC- Pirate Dash Co-Chairs

Pirate Dash 5K Fairhope, AL



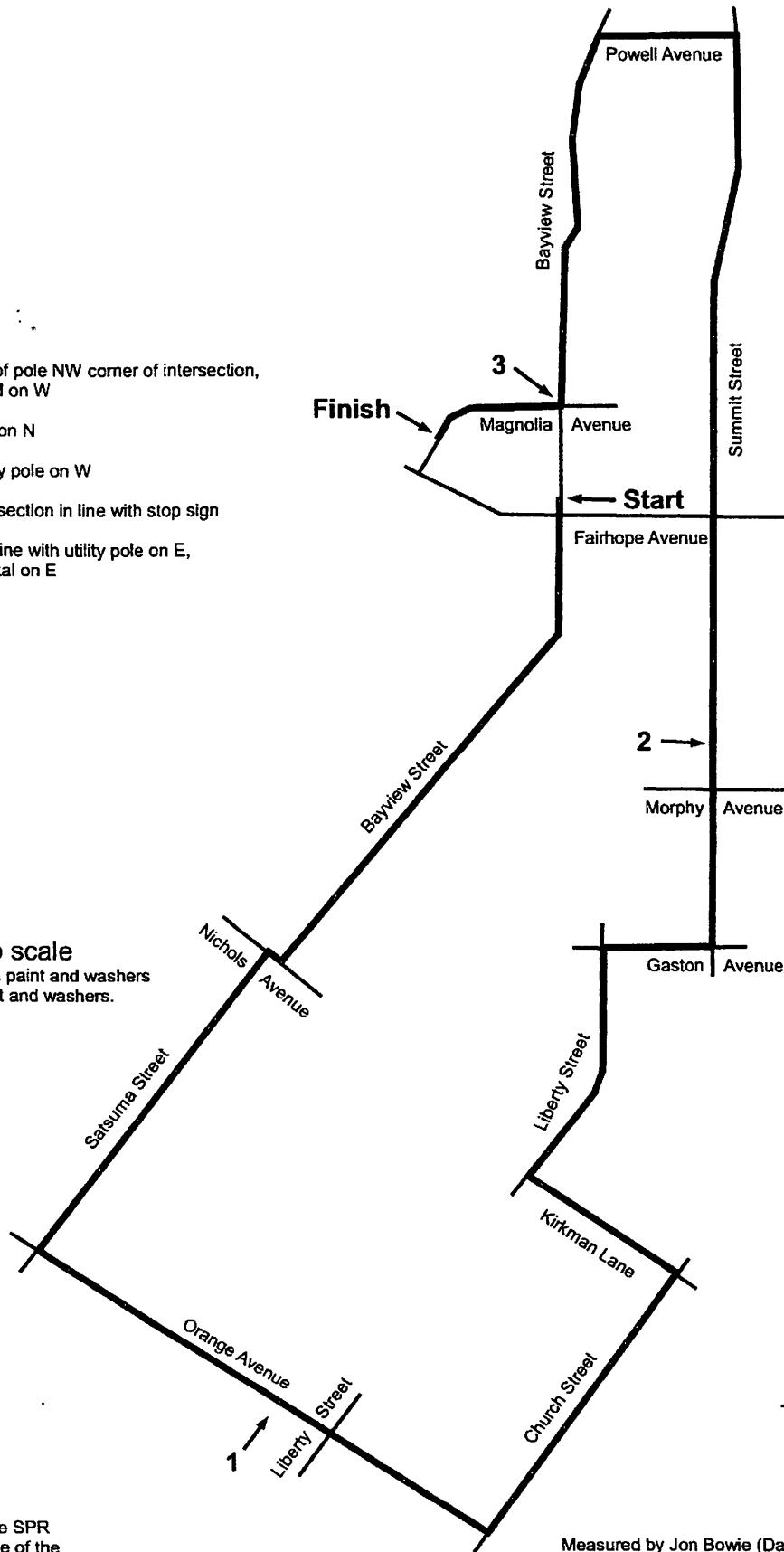
Start: On Bayview St, 74' N of pole NW corner of intersection,
26' S of cable pedestal on W

Mile 1: 32' N of mailbox 163 on N

Mile 2: 42' S of wireless utility pole on W

Mile 3: At NW corner of intersection in line with stop sign

Finish: On Magnolia Ave, in line with utility pole on E,
14' N of cable pedestal on E



Diagrams to scale

Start and Finish marked with paint and washers
Splits: Marked with paint and washers.

Course was measured on the SPR
and the runners have full use of the

Measured by Jon Bowie (Daphne, AL 251-209-0887)



Melissa Tompkins <melissamtompkins@gmail.com>

City of Fairhope

Lisa Hall <lhall@bene-marc.com>

Mon, Jul 16, 2018 at 12:04 PM

To: "melissamtompkins@gmail.com" <melissamtompkins@gmail.com>

Cc: bmievents <bmievents@bene-marc.com>

Good Morning,

Special Event insurance for the 2019 can be purchased beginning in mid-November for the 2019.

Bene-Marc will be able to write event insurance for Fairhope K-6 PTC, "The Pirate Dash," for February 9, 2019, in the City of Fairhope.

The policy limits below will be included and Bene-Marc will name the City of Fairhope as an additional insured.

POLICY COVERAGE LIMITS INCLUDED:

General Aggregate Limit	\$3,000,000	Each Occurrence Limit	\$1,000,000
Products & Completed Operations Limit	\$2,000,000	Personal/Advertising Injury Limit	\$1,000,000
Fire Damage Limit any one fire	\$300,000	Medical Payment Limit -Spectator	\$5,000
Abuse or Molestation Occurrence	\$50,000	Abuse or Molestation Aggregate	\$100,000
Abuse or Molestation Deductible	\$250	Each Common Cause Limit	\$1,000,000
Liquor Liability Aggregate Limit (OPTIONAL)	\$1,000,000	Participant Legal Liability	Excluded
Third Party Property Aggregate Limit (OPTIONAL)	\$1,000,000	Excess Accident Medical for Spectators (OPTIONAL)	\$10,000

The Bene-Marc Special Event Insurance team is available to assist you **M-F 8:00 a.m. – 5:00 p.m. (CST)**
Please call the toll free number below for additional assistance. We look forward to helping you with your insurance needs.

Respectfully,



Lisa Hall,
President

BENE-MARC, INC.

6301 Southwest Blvd., Suite 101, Fort Worth, TX 76132

Ph: (800) 247-1734, Fax: (817) 738-1811

lhall@bene-marc.com

****Please note that remitting the requested forms and premium does not constitute binding of coverage. Our office must approve the application and submission before coverage can be considered or bound.***

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