



CITY OF FAIRHOPE
CITY COUNCIL PACKET FOR PRESS
DISCLAIMER

PLEASE TAKE NOTICE:

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

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

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

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

MONDAY, 27 AUGUST 2018 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Christmas Tree Lights Sponsorships – (Rotary Club Fundraiser)
2. Discussion of Police Resource Officers and Police Department Needs
3. Budget Discussion - Departmental
4. Committee Updates
5. Department Head Updates/Grant Updates

Next Regular Meeting Monday, September 10, 2018 at 4:30 p.m. and Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 27 AUGUST 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 13 August 2018 Regular City Council Meeting, minutes of 13 August 2018 Work Session, and minutes of 13 August 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – An Ordinance establishing a Municipal Procurement Card Program for Certain Officers and Employees of the City of Fairhope. (Introduced at the August 13, 2018 City Council Meeting)
6. 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. (Tabled at the August 13, 2018 City Council Meeting)
7. Resolution – That the Fairhope Volunteer Fire Department (“FVFD”) is hereby authorized and directed to dispose of the personal property purchased by the City of Fairhope, Alabama for the “FVFD”, described in Section 1, above, by donating such property to another Fire Department that could use the equipment.
8. Resolution – That the City Council authorizes the Engineer of Record to send a 30-day notice to terminate the contract with Utility Service Company, Inc. pursuant to Section 3.3 “Right of the City to Terminate Contract;” and allows after 30 days for the City to terminate contract and proceed according to the terms of the contract which includes Calling the Bond.”
9. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with MPACT (Mullins Public Affairs Consulting) to perform Public Relations Writing for various projects within the City for Economic and Community Development Department (RFQ No. PS029-18) with a not-to-exceed amount of \$23,760.00.
10. Resolution – To Award Bid for Fairhope Connect Newsletter Printing to Postmark Ink, with a total bid proposal for an annual cost not to exceed \$14,100.00; and authorizes to terminate Bid No. 027-17.
11. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 027-18 for HDPE Trailer and Self-Loading Trailer for the Electric Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.

12. Resolution – To Award Bid for Inmate Telephone Services for the Police Department for a three-year contract to Global Tel*Link (GTL), Inmates will be charged; City will receive 50% Cost Recovery.
13. Resolution – that Mayor Karin Wilson is hereby authorized to execute the for second (final) extension of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for an additional one year as per the terms and conditions of the original contract as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,000.00.
14. Resolution – To Award Bid for Miniature LED Lights for the City of Fairhope to Winterland, Inc., with a total bid proposal with an annual cost not to exceed \$20,500.00. for Miniature LED Lights for the City of Fairhope.
15. Resolution – That the City of Fairhope has voted to purchase Fire Extinguisher Service for the City of Fairhope from Safety Extinguishers, LLC with an annual cost of approximately \$14,000.00.
16. Resolution – To Appoint Election Officials for Special Election Day 2 October 2018
17. Site Plan Approval (SR 18.03) – Request of Larry Smith with S.E. Civil, LLC on behalf James and Beverly Reid for Site Plan Approval for a Mixed-Use Multiple Occupancy (21 Units), generally located at Southwest corner of Magnolia Avenue and Church Street Intersection, Fairhope, Alabama.
18. Appointments – Medical Clinic Board – Midtown
19. Appointment – Tree Committee
20. Application for a Restaurant Liquor License by Xian Chu Ou for Wok by D Bay, Inc. d/b/a Wok by D Bay, located at 420 Fairhope Avenue, Fairhope, Alabama.
21. Resolution – That in the event of grant award of the HATCH grant (Economic Development Grant), the City of Fairhope, Alabama authorizes the Council President to sign all assurances and contracts and to comply with applicable Federal and State laws, rules, and regulations. The of Fairhope as a co-applicant agrees to fund the required 20 percent match of \$1,200,000.00.
22. Resolution – To Appoint the Interim Chief of Police
23. Public Participation – (3 minutes maximum)
24. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 27, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 27, 2018 – Council Chambers**

**CITY OF FAIRHOPE
SPECIAL ELECTION
COUNCIL-MANAGER FORM OF
GOVERNMENT REFERENDUM
OCTOBER 2, 2018**

IMPORTANT DATES

- ❑ August 28, 2018 – Absentee Voting Begins
- ❑ September 27, 2018 – Last day to **APPLY** for absentee ballot
- ❑ October 1, 2018 – Last day to **RETURN YOUR** Hand-Delivered absentee ballot is the close of business (5:00 p.m.)
- ❑ October 2, 2018 – Last day to **RECEIVE MAILED** absentee ballots
Must be postmarked by October 1, 2018 and received
by noon to be counted!
- ❑ **October 2, 2018 – ELECTION DAY – POLL HOURS 7 - 7**
- ❑ October 9, 2018 – Canvass the Election - 10:00 a.m. in Council Chambers

Next Regular Meeting – Monday, September 10, 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, 13 August 2018.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:05 p.m. The invocation was given by Reverend Denson Freeman, Jr., Rector of St. James Episcopal Church, and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 23 July 2018, regular meeting; minutes of the 23 July 2018, work session; and minutes of the 23 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) Mentioned the Attorney General’s Opinion on the Agenda for the Council-Manager form of government;
- 2) Draft Budget was given to the City Council with a schedule for meetings;
- 3) Dry Storage Facility meeting was held for the Boatyard; getting estimates and recommendations
- 4) Quail Creek Golf Course receiving great comments;
- 5) Employee Safety being done by Ron Hayes who is a member of our Personnel Board; our Directors and some of the Department Heads have taken a 10-hour OSHA training course presented by Mr. Hayes;
- 6) Junior City Council was mentioned; taking applications and 10 students will be selected from Fairhope High School
- 7) Erik Cortinas, on behalf of the Fairhope Booster Club, announced the “Meet the Pirates” and the Legacy Foundation Golf Tournament at Lakewood Country Club.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Chuck Zunk, 59 White Avenue, addressed the City Council regarding Agenda Item Number 9; a resolution seeking an Attorney General’s opinion on the Council-Manager form of government special election. He stated the language is bias for one side of the issue. Mr. Zunk read the petition language submitted to and approved by the Judge of Probate.

13 August 2018

- 2) Beverly Currington, Sea Cliff Drive, addressed the City Council regarding her concerns with increased traffic and noise from the Marina and possible dry storage. She requested to be included on any discussions regarding Fairhope Docks.

Councilmember Conyers thanked Father De for doing the invocation; thanked Chief Petties for his service and congratulated Chief on his retirement. He reminded everyone to be safe with the kids back in school.

Councilmember Brown thanked Chief Petties for his service with the City. He mentioned a change order would be coming soon for replacing the back windows at Quail Creek.

Councilmember Boone thanked Chief Petties and said he would be missed. He said congratulations and good luck.

Council President Burrell also thanked Chief Petties for his service to the City for almost 40 years. He mentioned the media who reported the Chief's last sign-off did a good job. Council President Burrell also mentioned the resolution for an Attorney General's opinion and will give his opinion when that item comes before Council.

Councilmember Boone moved for final adoption of Ordinance No. 1623, an ordinance to amend Zoning Ordinance No. 1253 and 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) Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1624, 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) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Brown, and Boone. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1625, an ordinance to repeal and replace Ordinance No. 1331 known as the Impact Fee Ordinance. (Introduced at the July 23, 2018 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Brown, and Boone. NAY - None.

13 August 2018

Councilmember Boone introduced in writing an ordinance to establish a Municipal Procurement Card Program for Certain Officers and Employees of the City of Fairhope. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 27, 2017 City Council meeting.

Council President Burrell began by stating the City Council did not ask for this resolution to be on the agenda; it was at the Mayor's request. Council President Burrell said the way he reads the State statute, a petition is prepared and the has the required signatures, must vote on the question for change in government, and if it passes, the City Council votes for at-large or districts. He said we have people thinking it was for at-large and others wanting districts. Council President Burrell commented the City Council has been unbiased to all of this.

City Attorney Marcus McDowell said it is constitutionally vague. Mayor Wilson commented she did not word this resolution and we may possibly need a court decision. She said Matt McDonald worded the resolution awhile back and was supposed to get with Tut Wynne and Marcus McDowell. Mayor Wilson said this is for the citizens and needs clarifying. Council President Burrell stated the City Council needs to look at the role of Matt McDonald in the near future; and said he was hired for litigation and not to give us opinions.

Chuck Zunk stated Fresh Start Fairhope does not object to an Attorney General's opinion, but don't put a spin on it; just ask the question. He agreed that when reading the law, the City Council makes the decision.

Mr. McDowell said the petition is valid and the question cannot be changed. Councilmember Brown questioned the petition and its intention. Mr. Zunk stated we attacked the form of government which is a defective government. He said that was our primary issue to change the form of government; and October 2, 2018 is the latest date the election can be held. Mayor Wilson stated that the Judge of Probate put together the petition for her; and she believes that any petition for change of government from the people creates districts. She said people need to know what they are voting on.

Council President Burrell read the entire resolution. After further discussion, Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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) 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?

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(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? Seconded by Councilmember Brown, motion passed by the following voice votes: AYE – Burrell, Conyers, and Brown. NAY - Boone.

RESOLUTION NO. 3141-18

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

13 August 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3142-18

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

13 August 2018

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

RESOLUTION NO. 3143-18

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.

Adopted on this 13th day of August, 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 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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13 August 2018

RESOLUTION NO. 3144-18

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3145-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract 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

13 August 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3146-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract 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

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

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13 August 2018

RESOLUTION NO. 3147-18

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

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

13 August 2018

RESOLUTION NO. 3148-18

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 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

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13 August 2018

CITY OF INDIANAPOLIS
 BID REGULATION AND REGISTRATION
 BID NAME: PEST CONTROL, BID
 BID NO: 02-18
 BID OPENED: JULY 11, 2018 @ 9:00 A.M.
 BIDDING CLOSED: 2018

BIDDER	Bid Proposal Received / Revised / Rescinded	Bidged Amount (\$)	OPTION 1 Bid Price per Square Foot	CONNECTED AMOUNT	OPTION 1 TOTAL Bid Price per YEAR (12 MONTHS)	CONNECTED AMOUNT	ON-CALL APPROXIMATE MONTHLY RATE	FORBIDDEN TREE TREATMENT	OPTION 2 Bid Price per Month	CONNECTED AMOUNT	OPTION 2 TOTAL CONTRACT TOTAL	CONNECTED AMOUNT	ON-CALL APPROXIMATE MONTHLY RATE	FORBIDDEN TREE TREATMENT
PROFESSIONAL CONTROL	YES	NO	\$1,200.00	\$1,200.00	\$14,400.00	\$14,400.00	\$10.00	No Response	\$1,200.00	\$1,200.00	\$14,400.00	\$1,200.00	No Bid	No Bid
REED PEST SOLUTIONS OF INDIANA, INC.	YES	YES	\$100.00	\$200.00	\$1,800.00	\$1,800.00	\$10.00	\$100.00	\$1,200.00	\$1,200.00	\$14,400.00	\$1,200.00	No Bid	No Response
RELLY'S Exterminating Service, Inc.	NO RESPONSE													
TERMINIX	NO RESPONSE													
HAWARD PEST CONTROL, INC.	NO RESPONSE													
HOUSEHOLD TERMITES & PEST CONTROL	NO RESPONSE													
SOUTHEASTERN EXTERMINATING	NO RESPONSE													
CENTRIABLE PEST CONTROL LLC	NO RESPONSE													
ASBORN EXTERMINATORS	NO RESPONSE													
ROBE TERMITES AND PEST CONTROL	NO RESPONSE													
COOK'S PEST CONTROL	NO RESPONSE													
HATHES ENVIRONMENTAL SERVICE	NO RESPONSE													
HADLEY TERMITES & PEST CONTROL	NO RESPONSE													
DEEBS' PEST & TERMITES CONTROL, INC.	NO RESPONSE													
DEAN PEST CONTROL	NO RESPONSE													
GENSECO	NO RESPONSE													

Bidders to not delete or falsify bid information
 Incomplete Bidder: Award bid to REED PEST SOLUTIONS OF THE S.R. INC. (OPTION 1)

Richard D Johnson 7/25/18
 Richard D Johnson, Director of Public Works

John G. Quinn 7/25/18
 John G. Quinn, City Manager

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

13 August 2018

RESOLUTION NO. 3149-18

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 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

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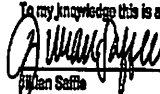
13 August 2018

CITY OF FAIRHOPE
 BID TABULATION
 Bid Name: Pool Building Reparo Rehab-4025
 Bid Number: Bid No 002-18
 Date Opened: July 17, 2018 2:00 PM

Vendor	Bid Proposal Executed / Signed / Notified/Re- Quoted Submitted Signed / Notified	Address 1, 2, 3, 4 Signed	LURIP SUM BASE BID. The Lump Sum Base Bid Price includes, but is not limited to, all work related to the demolition of the existing work, new framing, sheathing, synthetic Stucco finish on the east and north walls with new metal roof panels and perforated vinyl roof on the west and south walls, as shown on the plans and described in the specifications, including all necessary labor, materials, equipment, supervision and miscellaneous items required to provide a finished product to the City of Fairhope	ALTERNATE LURIP SUM BID. The Alternate Lump Sum Bid price includes, but is not limited to, all work related to the demolition of the existing work, new framing, sheathing, synthetic Stucco finish on all walls with new metal ventilation tower added to the west wall, as shown on the plans and described in the specifications, including all necessary labor, materials, equipment, supervision and miscellaneous items required to provide a finished product to the City of Fairhope	
GAILLARD BUILDERS, INC	YES	YES	\$165,000.00	\$204,028.00	Provided an evaluation list with Bid Response
BO THOMAS CONSTRUCTION, LLC			NO RESPONSE		
SYCAMORE CORPORATION, INC			NO RESPONSE		
KEAN IF ALABAMA, LLC			NO RESPONSE		
BEH ROGERS CONSTRUCTION CO, LLC (MWR)			NO RESPONSE		
CHARLES WEEB'S GENERAL CONTRACTORS, INC			NO RESPONSE		
WARREN'S CONSTRUCTION COMPANY			NO RESPONSE		
KEKE KERR CONSTRUCTION, LLC			NO RESPONSE		
GILLIS CONSTRUCTION			NO RESPONSE		
PLATT BUILDERS, INC			NO RESPONSE		
J COOKS CONSTRUCTION			NO RESPONSE		
FITZGERALD 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 LURIP SUM BASE BID of \$165,000.00


 Richard Peterson
 Director of Operations
 7/19/2018

To my knowledge this is an accurate bid tabulation

 Julian Staffle
 Purchasing Manager
 7/19/18

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

13 August 2018

RESOLUTION NO. 3150-18

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 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

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CITY OF FAIRHOPE
 BID TABULATION
 BID NAME: Okemaha Resurfacing & Milling Project
 BID OPENED: July 23, 2018 10:00 AM
 Note: Bid Based on more than \$10,000

Bid Response	Ammonia & Blackman Construction, LLC
Yes	Contracted Amount
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13 August 2018

RESOLUTION NO. 3151-18

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

[1] That the City of Fairhope has voted to procure 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

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

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13 August 2018

RESOLUTION NO. 3152-18

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

[1] That the City of Fairhope has voted to procure 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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. The motion was seconded by Councilmember Brown. Council President Burrell read the entire resolution and stated they would fill the position within six months. After further discussion, motion passed unanimously by voice vote.

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13 August 2018

RESOLUTION NO. 3153-18

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

Council President Burrell explained a 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; and said Mayor Wilson asked that we not rush the decision. Council President Burrell said he spoke to the buyer and the seller; we need to discuss at minimum the provisions of the lease to the buyer; i.e. 75 percent of the revenues from the marina must go towards dredging; lease goes through 2022; renewal is an option. Mayor Wilson commented it is our due diligence to look at everything; and we have \$6.2 million coming next year.

13 August 2018

Council President Burrell said the transfer will be under the same terms and conditions of the agreement; and it would be wise to postpone the vote.

Councilmember Conyers moved to table Item Number 22 for two weeks. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Boone moved to approve the 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Council President Burrell said he want to clarify where the applications for Interim Chief should be delivered. He asked Lieutenant Hollinghead to let officers know to give applications to City Clerk Lisa Hanks.

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

- 1) John Manelos, 104 White Avenue, addressed the City Council regarding the Council-Manager form of government. He said it would be good for the City; and the initial movement for Fresh Start Fairhope was for three districts. Mr. Manelos said an e-mail was sent out asking Fresh Start Fairhope members if they preferred at-large or districts. He stated we all want the same thing: a Council-Manager form of government; and voters need to know what they are voting on and if the petition is valid.

Council President Burrell stated again after it is voted on, the City Council decides.

13 August 2018

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:08 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, 13 August 2018.

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

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

The following topics were discussed:

- The Discussion of Lodging Tax was the first item on the agenda. Revenue Manager Jennifer Olmstead explained what other Cities and Towns in Baldwin County and some in Alabama were charging for lodging taxes. Council President Burrell commented we need to collect lodging taxes from short-term rentals. Planning Director Wayne Dyess explained where short-term rentals are allowed and that R-2 is the problem for illegal operations. Councilmember Brown questioned the percentage of increase. Ms. Olmstead replied it would be a three percent increase. Mr. Dyess mentioned boutique hotels looking to locate in Fairhope.

Councilmember Conyers said it good the money is not coming from citizens. Councilmember Brown said he was good with this and it is in line with others.
- The Discussion on Fairhope Substation Relocation was next on the agenda. Operations Director Richard Peterson explained the need to relocate and purchase a 200' by 400' parcel of land. He stated there is a risk of substation being damaged by the equipment or debris. Council President Burrell commented the risk is already there while painting the water tank. The City Council questioned the need to move it right now, capacity and placement, mini-substation, relocation and equipment; etc. Mr. Peterson said it makes sense to relocate for long-term planning; and suggested a new cell tower and moving off the water tank. Mr. Peterson suggested meeting with Lance Junkin from Stewart Engineering. Council President Burrell and Councilmember Boone are to meet with Mr. Peterson and Mr. Junkin to discuss further.
- Council President Burrell questioned the painting of the water tower. Mr. Peterson said he contacted the insurance company and a claim is on file. City Attorney Marcus McDowell explained the termination clause and we are required to send a 30-day notice of termination. The consensus of the City Council is to terminate and call the bond.
- City Treasurer Michael Hinson gave an overview of the BBVA Procurement Card Program Ordinance which is on the City Council agenda for its first reading. Council President Burrell questioned the credit limit. Mr. Hinson replied this program is in real time and limit can be increased; and this ties into the Compass program Net Payments.

Work Session
Monday, 13 August 2018
Page -2-

Mayor Wilson commented this will be more efficient for incidental purchases. Mr. Hinson stated that travel for staff is cumbersome to him; and this will save time. Councilmember Conyers questioned how many cards will we begin with. Mr. Hinson replied we will start with a couple of departments and begin slow. Council President Burrell questioned control and said this will increase spending.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:43 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 13 August 2018.

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

Council President Burrell called the meeting to order at 5:43 p.m. The City
Council reviewed and discussed the agenda for their meeting to be held today at 6:00
p.m. Agenda Item Number 11 was discussed regarding the purchasing of land for the
Recreation Department. Mayor Wilson commented it would bring a park in an area of
need. Agenda Items Number 12 and 14 were also briefly discussed by Paige Crawford
regarding the press releases, PR writing, and the newsletter.

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

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;

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 27th 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 27TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Fairhope Volunteer Fire Department (“FVFD”) is hereby authorized and directed to dispose of the personal property purchased by the City of Fairhope, Alabama for the “FVFD”, described in Section 1, above, by donating such property to another Fire Department that could use the equipment.

ADOPTED AND APPROVED THIS 27TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Surplus 1996 Holmatro Hydraulic rescue tools we would like to donate to an under privileged fire Department in our area

- Honda GXV120 power unit
- MOD 2007-UL Spreaders S# 20070322
- MOD 2001-UL Cutters S# 200100625
- Small Ram, model and serial number unknown
- MOD 2006 large Ram S# 9614665
- MOD 265 Splitter Block and hoses S# 9614998
- 2 electric Hose reels 100' Hydraulic Line

RESOLUTION NO. _____

WHEREAS, on the 23rd day of October, 2017, the City of Fairhope adopted Resolution No. 2911-17; a resolution to award bid for the Painting of Two Million Gallon Water Tower to Utility Service Company, Inc.;

WHEREAS, the City, pursuant to Section 3.3 “Right of the City to Terminate Contract”, authorizes the Engineer of Record to issue a 30-day notice of intent to terminate the contract due to failure to provide enough skilled workmen for the project and failure to perform on the contract. Said notice is to be issued to Utility Service Company, Inc. with a copy to the performance bond company.

WHEREAS, the City, after 30 days, shall terminate the contract and proceed according to the terms of the contract and performance bond.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes the Engineer of Record to send a 30-day notice to terminate the contract with Utility Service Company, Inc. pursuant to Section 3.3 “Right of the City to Terminate Contract;” and allows after 30 days for the City to terminate contract and proceed according to the terms of the contract which includes Calling the Bond.”

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

**ARTICLE III
TIME**

- 3.0 **Time for Completion/Delays:** The CONTRACTOR hereby agrees to commence work under this contract on the date to be specified in a written "Notice to Proceed" or thirty (30) days from the date of contract execution, if no notice is issued, and to fully complete the Project within ONE HUNDRED EIGHTY (180) calendar days thereafter. The CONTRACTOR further agrees to pay to the CITY, Two Hundred Dollars (\$200.00) liquidated damages for each consecutive calendar day thereafter as hereinafter provided. Time is of the essence and a material element to this agreement.
- 3.0.1 NOTE: When maintenance periods are included in the Contract for highways, bridges or similar structures, such periods shall be considered component parts of the contract. To the extent the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.
- 3.1 **Delay:** If the CONTRACTOR is delayed at any time in the progress of work by any of the following causes, the CONTRACTOR may be entitled to a reasonable extension of time as determined by the CITY in which to complete the Project. Provided, however, no such delay nor the extension of time if granted shall be grounds for a claim by the CONTRACTOR for damages or for additional cost, expenses, overhead or profit or other compensation:
- 3.1.1 Fires, abnormal floods, tornadoes or other cataclysmic phenomenon of nature.
 - 3.1.2 Strikes, embargoes, lockouts, war, acts of public enemy.
 - 3.1.3 Change orders.
 - 3.1.4 Acts of performance or delays in performance by other contractors employed by the CITY or their subcontractors.
 - 3.1.5 Causes beyond the control of the CONTRACTOR.
 - 3.1.6 Provided further, that the CONTRACTOR shall immediately give notice in writing to the CITY and follow extension of time procedures as provided for herein. The CITY expressly disclaims any liability to CONTRACTOR for any cost, expense or damage caused by other contractors, subcontractors or suppliers, including those engaged by the CITY. The CITY shall not be liable for damages or cost to the CONTRACTOR sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.
- 3.2 **Extensions of Time:** All written requests for extensions of time must be submitted to Engineer of Record within ten (10) days after the occurrence of the cause for delay. The Engineer of Record shall ascertain the facts and the extent of the delay and shall recommend to the CITY Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a change order.
- 3.2.1 For **Change Orders** requesting extensions of time due to rain, wind, flood or other natural phenomenon, the CONTRACTOR'S written request must be accompanied, at the CITY'S request, by a detailed report of weather at this site for the last ten (10) years with averages showing means and statistical deviations from mean averages to support request for extension.
 - 3.2.2 No extension shall be made for delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality.
 - 3.2.3 In the event any material changes, alterations, or additions are made as herein specified, which in the opinion of the Engineer of Record will require additional time for execution of any work under the contract, then in that case, the time of the completion of the Project may be extended through change order. No extensions of time shall be given for any minor changes, alterations or additions. The CONTRACTOR shall not be entitled to any reparation or compensation on account of such additional time or extensions of time. To the extent that the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.
- 3.3 **Right of the CITY to Terminate Contract:** If the CONTRACTOR should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the CONTRACTOR or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the fail or neglect to promptly prosecute or perform the Project in accordance with

the Contract documents or otherwise be guilty of a substantial violation of any provision of the Contract documents, then the CITY may, on giving at least thirty (30) days' written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the CITY in the premises, terminate the CONTRACTOR'S right to proceed with the Project. In such event, the CITY may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and its sureties shall be liable to the CITY for any and all excess cost occasioned to the CITY thereby, including attorney's fees; and in any such case, the CITY may take possession of and utilize in completing the Project such appliances and plant of the CONTRACTOR or its subcontractors as may be on the site work and necessary or useful thereof. In the event of termination, the same shall not relieve the CONTRACTOR, nor any of its sureties of their obligation pursuant to this agreement. In the event it becomes necessary for the CITY to maintain any legal action against the CONTRACTOR, to enforce its rights herein, the CONTRACTOR shall pay the CITY all expenses associated therewith including a reasonable attorney's fee.

- 3.3.1 OWNER may at any time and for any reason terminate CONTRACTOR'S services and work at OWNER'S convenience. Upon receipt of such notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, CONTRACTOR shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by OWNER; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit.
- 3.4 **Liquidated Damages:** Should the work under this contract not be completed within the time specified, scheduled or as extended, it is understood and agreed that there may be deducted by the CITY or Engineer/Architect from the partial and/or final payments to the CONTRACTOR or otherwise charged to the CONTRACTOR, a sum computed at the rate of **Two Hundred Dollars (\$200.00) per day** beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the CITY/OWNER for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the CITY shall not constitute an election or waiver by the CITY of recovery of additional delay or non- delay related damages from the CONTRACTOR, and the CITY expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the CONTRACTOR terminates or abandons the Project prior to the scheduled completion dates.
- 3.4.1 The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the CITY. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectible from the CONTRACTOR or Surety.

ARTICLE IV WORK AND MATERIALS

- 4.0 **Cooperation of CONTRACTOR:** The CONTRACTOR shall have available on the job site, at all times, at least one (1) copy of the plans and specifications, if prepared, for the Project.
- 4.0.1 He shall give the Project the constant attention necessary to facilitate the progress thereof and shall cooperate with the CITY, and Engineer of Record and with other contractors in every way possible. The CONTRACTOR shall at all times have a superintendent, capable of acting as his agent on the Project, who shall receive communications from the Engineer of Record, or his authorized representatives, or, the CITY'S authorized representative. The superintendent shall have full authority to give and execute orders relating to the Project without delay and to promptly supply such tools, plant equipment, materials and labor as may be required.

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 MPACT (Mullins Public Affairs Consulting) to perform Public Relations Writing for various projects within the City for Economic and Community Development Department (RFQ No. PS029-18) with a not-to-exceed amount of \$23,760.00.

DULY ADOPTED THIS 27TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Michael Hinson, Treasurer

From:

Delores A. Brandt

Delores A. Brandt, Purchasing Clerk

Date: August 20, 2018

Karin Wilson
Mayor

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

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

The Economic and Community Development Director, Sherry-Lea Bloodworth Botop, needs to hire a professional communications consultant for public relations writing and media services around the City.

Lisa A. Hanks, MMC
City Clerk

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 MPACT (Mullins Public Affairs Consulting). MPACT has provided a **not-to-exceed value of \$1,980.00 at \$90.00 per hour 22 hours per month** for these services. **This is a not-to-exceed of \$23,760.00 per year** for a one year contract with two possible extensions (see attached proposal and fee schedule) if both parties agree and there are no changes to the contract.

Michael V. Hinson, CPA
City Treasurer

Please place on the next available City Council Agenda this request for City Council to approve the not-to-exceed amount of \$23,760.00 per year and authorize the Mayor to execute the associated contract with MPACT

Cc: file; S. Bloodworth Botop; P. Crawford

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MPACT | Mulins Public Affairs Consulting
 P.O. Box 994, Montrose, AL 36559
 www.mpactpublicaffairs.com
 251.802.3341

August 20, 2018

**Requested Professional Communications Services
 Scope of Work/Not to Exceed
 City of Fairhope, Department Economic and Community Development**

Background/Need

The City of Fairhope is in need of professional services for communications writing and media services. MPACT offers the following services to effectively assist with these needs.

Goal	Strategies	Service	Est. Frequency	Est. Hours/Month	Non-Profit Rate*	Total
Create better understanding of, and appreciation for the City of Fairhope services and activities through consistent, clear and timely communications.	1. Integrate communications planning into department planning to proactively notify citizens of upcoming services and activities.	1. Attend Supervisors' meeting and coordinating meetings and/or conference calls to determine key upcoming milestones, issues and to understand and respond to FAQs from citizens in an integrated manner which appropriately represents all departments.	Biweekly	6	\$90	\$540



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 P.O. Box 994, Montrose, AL 36559
 www.mpactpublicaffairs.com
 251.802.3341

	2. Respond to frequently asked questions and misinformation with facts in a timely manner.	2. Prepare and keep a running inventory of FAQs and responses available to all departments and for use in all communications. Send final FAQ to Department to post via multiple modes of communication.	Ongoing	8	\$90	\$720
		3. Write, edit, distribute news releases and fact sheets on upcoming items of interest to the public (e.g., Restore Act funding milestones and activities)	Biweekly	8	\$90	\$720
			Total	22		\$1,980

* MPACT offers the City of Fairhope a non-profit hourly rate that is a 25% discount off the normal and customary professional rate.



MPACT | Mullins Public Affairs Consulting
PO Box 994, Montrose, AL 36559
www.mpactpublicaffairs.com
2518023341

Attachment B

Hourly Rates of Principal

Mary Mullins Redditt, Principal

	Hourly Professional	Hourly Administrative
For Profit	\$120/hour	\$60/hour
Non-Profit	\$ 90/hour	\$45/hour

RESOLUTION NO. _____

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

[1] That on September 20, 2017 the City of Fairhope did award Calagaz Printing (Bid No. 027-17), a one-year contract titled Printing of Calendar 2017 Rebid. The original contract will expire on September 20, 2018; and the City is desirous to terminate the remainder of the contract as the terms of the contract have not been followed properly and chose to rebid the project.

[2] That the City of Fairhope did request, receive, and open bids for Fairhope Connect Newsletter Printing (Bid Number 029-18) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Fairhope Connect Newsletter Printing

[4] After evaluating the bid proposals with the required bid specifications, Postmark Ink, with a total bid proposal for an annual cost not to exceed \$14,100.00, is now awarded the bid for Fairhope Connect Newsletter Printing; and authorizes to terminate Bid No. 027-17.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

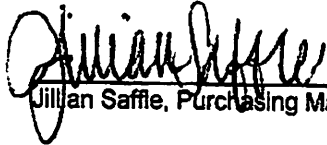
Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffie, Purchasing Manager

Date: August 8, 2018

Re: Requesting City Council to terminate Bid No. 027-17, Printing of Calendar 2017 Re-Bid and award Bid No. 029-18, Fairhope Connect Newsletter Printing

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. 027-17, Printing of Calendar 2017 Re-Bid, was executed by and between the City of Fairhope and Calagaz Printing on September 20, 2017 and will expire on September 20, 2018. The City has chosen to re-bid this requirement as the terms of the contract have not been followed properly.

Bid No. 029-18, Fairhope Connect Newsletter Printing, was issued on July 19, 2018 and opened on July 31, 2018. Responses were received from three vendors with Postmark Ink offering the lowest overall bid amount. The Economic and Community Development Director, Sherry-Lea Bloodworth Botop, recommends awarding the bid to Postmark Ink. Six issues of each newsletter will be run throughout the fiscal year. Pricing per issue will be based on volume. Pricing is as follows:

NEWSLETTER 1 for City Distribution:

Average run is 600-800 copies per issue.

Number of Copies	Printed Price Per Copy (Non-Recycled Paper)	Printed Price Per Copy (Recycled Paper)	Folded / Printed Price Per Copy (Non-Recycled Paper)	Folded / Printed Price Per Copy (Recycled Paper)
1 to 500	\$0.42260	\$0.41080	\$0.47590	\$0.46410
501 to 1000	\$0.34840	\$0.31610	\$0.38070	\$0.36890
1001 to 1500	\$0.32460	\$0.30020	\$0.34900	\$0.33710

NEWSLETTER 2 for Utility Customers:

Average run is 16,000 per issue.

Number of Copies	Price Per Copy (Non-Recycled Paper)	Price Per Copy (Recycled Paper)
16,000 to 17,000	\$0.14200	\$0.13610
17,001 to 18,000	\$0.14180	\$0.13590
18,001 to 19,000	\$0.13160	\$0.12680
19,001 to 20,000	\$0.13130	\$0.12540

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 City Council Agenda this request to terminate Bid No. 027-17, Printing Calendar 2017 Re-Bid and award Bid No. 029-18 Fairhope Connect Newsletter Printing to Postmark Ink of Fairhope, AL.

Cc: file; S. Bloodworth-Botop

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 HDPE Trailer and Self-Loading Trailer for the Electric Department (Bid Number 027-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On August 7, 2018 when bids were to be received and opened, no bids were received; therefore, it is desirous that Bid Number 027-18 be rescinded and to authorize the City to solicit for informal bids in accordance with Attorney General Opinion from 1969 that states “if the awarding authority advertises for bids and none are received, the price may be negotiated with any contractor without advertising for bids a second time.”

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 027-18 for HDPE Trailer and Self-Loading Trailer for the Electric Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Received
8/21/18
LHanks

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

Karin Wilson
Mayor

Date: August 21, 2018

Council Members

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
Jimmy Conyers
Jay Robinson

Re: Requesting City Council to rescind **Bid No. 027-18 HDPE Trailer and Self- Loading Trailer** and authorize receipt of informal bids in accordance with Attorney General Opinion

Lisa A. Hanks, MMC
City Clerk

The Electric Department is looking to procure one HDPE Trailer and one self-loading trailer for use with reels of tubing. Bid No. 027-18 **HDPE Trailer and Self- Loading Trailer** was issued on August 7, 2018 and responses were received until August 20, 2018. No responses were received (see attached tabulation).

Michael V. Hinson,
CPA
City Treasurer

Attorney General Opinion to Hon. L. R. Driggers, November 25, 1969 states that if the awarding authority advertises for bid and receives none, the price may be negotiated with any contractor without advertising for bids a second time.

The Electric Department, Jeremy Morgan and Operations Director, Richard Peterson, recommend that the City solicit informal bids.

Please place on the next available City Council Agenda this request to rescind Bid No. 027-18 One HDPE Trailer and One Self-Loading Trailer and authorize receipt of informal bids in accordance with Attorney General Opinion.

161 North Section
Street
PO Drawer 429
Fairhope, Alabama
36533

Cc: file; R. Peterson, Jeremy Morgan


251-928-2136

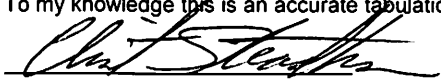
251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE
 BID TABULATION and Recommendation
 BID NO: 027-18
 BID NAME: HDPE TRAILER & SELF-LOADING TRAILER
 BID OPENED: AUGUST 20, 2018 2:00 p.m.
 Note: Bid Bond WAIVED

VENDOR	Bid Proposal Executed / Signed / Notarized	ARO DAYS	COMPLIANCE SHEETS COMPLETED	Addenda #1 & #2 signed	ONE HDPE TRAILER		ONE SELF-LOADING TRAILER	
					UNIT PRICE	DELIVERY Price	UNIT PRICE	DELIVERY Price
TEREX UTILITIES SOUTH, INC	no response	no response	no response	no response	no response	no response	no response	no response
CZ ENGINEERING, INC.	no response	no response	no response	no response	no response	no response	no response	no response
NESCO SALES AND RENTALS	no response	no response	no response	no response	no response	no response	no response	no response
SAUBER MFG. COMPANY	no response	no response	no response	no response	no response	no response	no response	no response
COWIN EQUIPMENT	no response	no response	no response	no response	no response	no response	no response	no response

Recommendation:


 Richard Peterson
 Director of Operations
 8/21/2018

To my knowledge this is an accurate tabulation

 Clint Steadham, Buyer
 8/21/2018

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 Inmate Telephone Services for the Police Department (Bid Number 016-18).

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

Please see attached Bid Tabulation for
Inmate Telephone Services
for the Police Department

[3] After evaluating the bid proposals with the required bid specifications, Global Tel*Link (GTL), Inmates will be charged; City will receive 50% Cost Recovery, is now awarded the bid for Inmate Telephone Services for the Police Department for a three-year contract.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Received 8/22/18

[Signature]

11:45 am

City of Fairhope Project Funding Request

Issuing Date: 8/21/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Contract Bid 016-18 Inmate Telephone Services (3 Year Contract)

Project Location: City Jail

Presented to City Council: 8/27/2018 **Resolution #:** _____

Funding Request Sponsor: Larry Sledge, Lieutenant-Corrections **Approved** _____
Jeff Montgomery, IT Director **Changed** _____

Project Cash Requirement Requested: _____ **Rejected** _____

Cost: \$0.00 (Inmates will be charged; City will receive 50% Cost Recovery)

Vendor: Global Tel*Link (GTL)

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

Project will be:

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

Expense Code: 001150-51220 **Grant:** _____ **Federal - not to exceed amount**
G/L Acct Name: Jail Expense _____ **State**

Project Budgeted: \$0.00 _____ **City**

Over (Under) budget amount: \$0.00 _____

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

Capital Lease: _____ **Payment** _____ **Term** _____

Comments: Financial impact will actually be a relatively small revenue stream for the Police Dept

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>8/22/18</u> Request Approved Date: <u>8/21/18</u> Signatures: <u>[Signature]</u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>8/22/18</u> Approved Date: <u>8/22/18</u> Signatures: <u>[Signature]</u> Jill Cabinliss, MBA	<u>Mayor</u> Delivered To Date: <u>8/22/18</u> Approved Date: <u>8/22/18</u> Signatures: <u>[Signature]</u> Mayor Karin Wilson
---	--	--



MEMO

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

Date: August 20, 2018

Re: Council Approval and Greensheet -- Procurement of an operational budgeted FY18 item over \$10,000 for Bid No. 016-18 Inmate Telephone Services for the City of Fairhope.

The I.T. Department requests approval of procurement of an operational budgeted item for FY18 of over \$10,000 for Inmate Telephone Services for the City of Fairhope Police Department through Global Tel*Link (GTL) at the pricing as listed below.

Table with 2 main sections: INMATE CALLING RATES and Proposed Cost Recovery to City. Includes rows for Local, IntraLATA, InterLATA, and Interstate rates and percentages, plus Total Cost Recovery Percentage and Installation Time (Days).

Included specifications were determined by the I.T. Department and the Police Department, and sent to the Alabama Public Service Commission's approved list of Alabama Inmate Calling Service Providers. A pre-bid meeting was held, and attended by one vendor. There were two bids submitted. The IT Department Director, and Police Department have recommended selection of Global Tel*Link (GTL).

NOTES: See attached Bid Response for details and Tariff, and Installation schedule.

Please compose a greensheet and obtain approval for this over \$10,000 procurement for a FY19 budgeted three-year contract for Bid No 016-18 Jail Inmate Telephone Services for the City of Fairhope with Global Tel*Link Corporation (GTL), for three years.

Cc: file, J. Montgomery; L Sledge

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

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533
251-928-2136
251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE

BID TAB and Recommendation

BID NO: 016-18

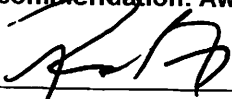
BID NAME: Inmate Telephone Services

BID OPENED: June 14, 2018 at 10:00 A.M.

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

VENDOR	Bid Proposal Executed / Signed / Notarized	Addenda signed:1,2,3,4,5,6	Proposed inmate calling rates	Mileage bands where applicable	Compliance	Proposed cost of recovery offer to the CITY	Proposed cost of recovery offer for prepaid calls.	Total Cost of Recovery Percentage	Installation Time (Days)
NCIC Inmate Communications	yes	yes			yes			40%	45 days
LOCAL			\$.25 per minute			\$.25 per minute			
IntraLATA			\$.25 per minute			\$.25 per minute			
InterLATA			\$.25 per minute			\$.25 per minute			
Interstate			\$.21 per minute			\$.21 per minute			
GTL	yes	yes			yes			50%	19 days
LOCAL			\$0.20			50%			
IntraLATA			\$0.20			50%			
InterLATA			\$0.20			50%			
Interstate			\$0.20			0%			

Recommendation: Award three year contract to Global Tel*Link (GTL)


 Jeff Montgomery, IT Director

8/21/18


 Delores Brandt, Purchasing Clerk

8/21/18

**ITEM IX
BID RESPONSE FORM**

Date: May 29, 2018

Bid No. 016-18 Inmate Telephone Services for Fairhope Municipal Jail

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The owner agrees to provide the following materials: NONE

Bid Duration: Three (3) years from signing date of CONTRACT. At the end of the CONTRACT, Vendor agrees to provide on a month-to-month basis until the CITY can procure a new contract through the ITB process. Prices, terms, and conditions shall remain the same for the duration of the contract and any time thereafter until the CITY can procure a new Contract.

We propose to meet or exceed the bid specifications for the sum of:

PROPOSED RATES AND COST OF RECOVERY RATE SCHEDULE

1. Please provide your proposed inmate calling rates for the following rate types. Include mileage bands where applicable.

Local \$0.20

IntraLATA \$0.20

InterLATA \$0.20

Interstate \$0.20

2. Provide your proposed cost of recovery offer to the CITY for the following call types. Also include your proposed cost of recovery offer for prepaid calls.

Local 50%

IntraLATA 50%

InterLATA 50%

Interstate 0%

3. Total Cost of Recovery Percentage \$ 50%¹

4. Installation Time (Days): 19 days

¹Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account transaction fees; (iv) interstate revenue; and (v) any amount GTL collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

AL General Contractor License No. (Attach a Copy if Required)

AL General Contractor License Major Categories (If Required)

AL General Contractor Specialties (If Required)

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership, or Joint Venture

State of Incorporation

Company Representative

Global Tel*Link Corporation

Steve You

Chief Financial Officer

Print Name of Representative Authorized to Sign Contracts for the firm

Position or Title

Signature of Representative Authorized to Sign Contracts for the firm

Print Name(s) of Others if a Partnership

12021 Sunset Hills Road

Address

Suite 100

Address

Reston, VA 20190

City, State, Zip Code

703-955-3910

703-435-0980

Phone Number

Fax Number

ref@gtl.net

Primary E-mail Address

FCC License No. (Required proof of Certification of Alabama Public Service Commission should be attached to this Bid Response)

AL General Contractor License No. (Attach Copy if Required)

AL General Contractor License Major Categories (If Required)

AL General Contractor Specialties (If Required)

920-522

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF Alabama }
COUNTY OF Mobile }

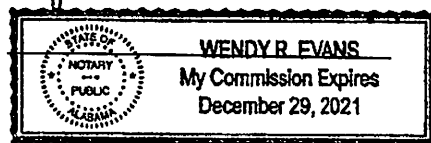
I, the undersigned authority in and for said State and County, hereby certify that Steve Yow
Name of Bid Signer
As Chief Financial Officer respectively of Global Tel*Link Corporation
Title Company Name

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

Given under my hand and Notary Seal on this 7th day of June, 2018

NOTARY PUBLIC Wendy R. Evans

MY COMMISSION EXPIRES



Business Organization

Name of Bidder (exactly as it appears on W-9): Global Tel*Link Corporation

Doing-Business-As Name of Bidder: N/A

Principal Office Address: 12021 Sunset Hills Road
Suite 100
Reston, VA 20190

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

Corporation X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 1992

Location of incorporation: Idaho

The Corporation is held:

Publicly

Privately X

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The Corporation is held:

General

Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement Recorded:

Yes No



Primary Contact Steve Wood

Title: Account Executive

Telephone Number: 404-245-2542 Fax Number: 703-435-0980

Email Address Steve.Wood@gtl.net

**CITY OF FAIRHOPE
ADDENDUM NO. 01**

Bid No. 016-18 Inmate Telephone Services

The following questions have been submitted by potential bidders. Answers have been provided by Lieutenant Larry Sledge and Officer Jacob Colle.

Question 1: Can you tell me who the current provider is?

Answer 1: Presently, the City of Fairhope Corrections Center does not have a phone system nor service provider in place for inmates. The Corrections Center has been without a provider for at least 5 years.

Question 2: Can you provide last 6 months of revenue on calls?

Answer 2: Since the City for Fairhope Corrections Center does not have a phone system in place, they cannot provide revenue on calls.

Question 3: Does the jail have a commissary provider?

Answer 3: No.

Question 4: Can I get the current contract with your current provider?

Answer 4: As denoted in answer 1, the City of Fairhope Corrections Center does not have a phone system nor provider in place.

Question 5: Who is the current provider?

Answer 5: As denoted in answer 1, the City of Fairhope Corrections Center does not have a phone system nor provider in place.

Question 6: How many years have they been the provider?

Answer 6: As denoted in answer 1, the City of Fairhope Corrections Center does not have a phone system nor provider in place.

Question 7: What is the daily population in your jail today?

Answer 7: 12-15

Question 8: What is the average length of stay for an inmate?

Answer 8: 90 days

Question 9: Please provide the current call count and minutes of use and revenue for the last 12 months from your commissions statement.

Answer 9: As denoted in Question 2, since the City for Fairhope Corrections Center does not have a phone system nor service provider in place, they cannot provide revenue on calls.

Bidders are to print, sign and include signed Addendum No. 01 with submitted documents.

Acknowledged:

Global Tel*Link Corporation

Company

By

Steve You



Jillian Saffle
Purchasing Manager
Posted: 5/17/18

**CITY OF FAIRHOPE
ADDENDUM NO. 02**

Bid No. 016-18 Inmate Telephone Services

The following question has been submitted by a potential bidder. The answer has been provided by Lieutenant Larry Sledge.

Question 1: The City has requested 3 visitation phones. Will this be face-to-face or video visitation?

Answer 1: Face-to-face

Bidders are to print, sign and include signed Addendum No. 02 with submitted documents.

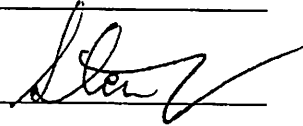
Acknowledged:

Global Tel*Link Corporation

Company

Steve Yu

By



Jillian Saffle
Purchasing Manager
Posted: 5/21/18

**CITY OF FAIRHOPE
ADDENDUM NO. 03**

Bid No. 016-18 Inmate Telephone Services

The following questions have been submitted by a potential bidder.

Question 1: Regarding the Performance and Bid Bond mentioned in the RFP, there's a comment towards the end of said section that states, "WAIVED". Do vendors need to provide these items or will they not be required?

Answer 1: The Bid Bond, Performance Bond, and Labor and Materials Bond are all waived and not required as part of your bid.

Question 2: Page 1 of the Invitation to Bid states that a non-mandatory pre-bid meeting will be held on Wednesday, May 29, 2018 at 10:00 A.M. This caused some confusion as May 29 falls on a Tuesday.

Answer 2: A second non-mandatory pre-bid meeting and site visit will be held on **Thursday, May 31, 2018, at 10:00 A.M.** at the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, AL 36532.

Any questions asked during the second pre-bid meeting will be issued as an addendum.

Bidders are to print, sign and include signed Addendum No. 03 with submitted documents.

Acknowledged:

Global Tel*Link Corporation

Company

Steve You

By

Jillian Saffle
Purchasing Manager
Posted: 5/29/18

**CITY OF FAIRHOPE
ADDENDUM NO. 04**

Bid No. 016-18 Inmate Telephone Services

The following questions have been submitted by a potential bidder.

Question 1: In section 3.1.5 on page 16, there is a required section called "Vendor Qualifications." Besides 3.7 Vendor Qualifications, are there other pieces of the Scope of Work that you'd like answered under that section?

Answer 1: Please include documentation for requirements outlined in section 3.1.5. You will also need to include sections 3.7 and 3.8 and denote your compliance with the subsections within these sections by checking "yes" or "no".

Question 2: Also regarding 3.1.5, should we answer 3.8 Technical Requirements through 3.14 Exceptions to Specifications under the section titled "ITB Specification Responses?"

Answer 2: Please denote any exceptions you are taking to the technical requirements as part of your response.

Question 3: On page 31, under 3.12 ITB Required Responses, would the City please clarify this requirement? The requirement states that "All paragraphs of this ITB require a response of "agree" or "disagree" unless further information is requested. If you disagree, please provide an explanation and an alternative if applicable Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change."

Answer 3: This section is referring to sections 3.7 and 3.8 of the ITB. You will see that the subsections have a compliance component and you must check "yes" or "no". As noted above, each vendor will be required to include these sections with their bid and denote compliance with each section. If you check "no", you must denote where you are taking exceptions. The following section was included in error and should be removed from this section:

Playback of recorded calls from remote locations via the workstation shall commence within 10 seconds of selection by the operator. Playback of recorded calls shall not require any media change.

Bidders are to print, sign and include signed Addendum No. 04 with submitted documents.

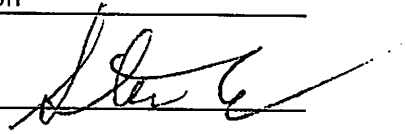
Acknowledged:

Global Tel*Link Corporation

Company

Steve You

By

A handwritten signature in black ink, appearing to read "Steve You", written over a horizontal line.

Jillian Saffle
Purchasing Manager
Posted: 5/30/18

**CITY OF FAIRHOPE
ADDENDUM NO. 05**

Bid No. 016-18 Inmate Telephone Services

The following questions were asked during the second non-mandatory pre-bid meeting held on Thursday, May 31, 2018. Answers are as follows:

Question 1: We will run our own internet line, but if there is an area that cannot be accessed, can City of Fairhope internet be accessed?

Answer 1: Yes.

Question 2: Will deposits for calls be made at a kiosk in the lobby or a kiosk in the booking area?

Answer 2: Neither, money for calls should be placed on the inmate's phone account by friends or family via an 800 number or from the awarded vendor's website. Also, the receiver should have an option to pay similar to a traditional collect call.

Question 3: Does the Fairhope Municipal Jail want to establish a PIN system as there is no PIN system currently in place?

Answer 3: The Fairhope Municipal Jail needs a PIN system. A PIN will either need to be assigned on the inmate's initial call or the inmate will be allowed to pick a PIN on their initial call.

Question 4: How many phones are needed in the booking area?

Answer 4: One portable (on a cart stand of some form) with TTY capabilities.

Question 5: How many cells are in the jail and how many people can the cells hold?

Answer 5: 16 male cells can hold 32 people; 16 female cells can hold 32 people.

Question 6: Does the building allow for conduit lines?

Answer 6: There is an open space above the booking area that allows for conduit lines.

Question 7: Who is the jail supervisor?

Answer 7: Officer Jacob Colle

Question 8: What are the average weekly bookings?

Answer 8: 40 people per week

Question 9 **What do the existing phones run off of?**

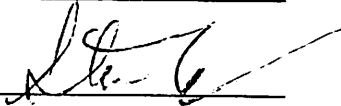
Answer 9: The existing phones run off of D batteries.

Bidders are to print, sign and include signed Addendum No. 05 with submitted documents.

Acknowledged:

Global Tel*Link Corporation

Company

By Steve Yau 

Jillian Saffle
Purchasing Manager
Posted: 6/1/18

**CITY OF FAIRHOPE
ADDENDUM NO. 06**

Bid No. 016-18 Inmate Telephone Services

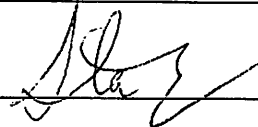
The Alabama Public Service Commission does not require Inmate Calling Service (ICS) providers to be licensed contractors in the state of Alabama. Our current RFP is somewhat unclear as to whether or not this is a requirement of the awarded vendor. This addendum serves as notice that contractors bidding these requirements are not required to obtain a license with the State of Alabama. The Contractor will still be required to obtain a license with the City of Fairhope and any other licenses as required.

Please replace pages 35-36 of the Bid with pages 2-3 of this Addendum and pages 52-53 of the Bid with the pages 4-5 of this addendum.

This addendum also serves as notice that the **Bid Opening** has been moved to **Thursday, June 14, 2018 at 10:00 AM** at the City of Fairhope Warehouse located at 555 S. Section St., Fairhope, AL.

Bidders are to print, sign and include signed Addendum No. 06 with submitted documents.

Acknowledged:

Global Tel*Link Corporation
Company
Steve You 
By

Jillian Saffle
Purchasing Manager
Posted: 6/6/18

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road Suite 100
Reston, Virginia 20190

Telephone: 703-955-3910 Fax: 703-435-0980 Web: <http://www.gtl.net>

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between **Global Tel*Link Corporation** (“Company”) on behalf of itself and its Affiliates (as defined in the attached Terms and Conditions), and the _____, acting by and through the _____, with an address of _____ (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”).

1. **Services.** This Agreement applies to the installation, management, operation, and maintenance of the equipment furnished and services at Premises Provider locations (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
 - Inmate Telephone Services
 - Enhanced Services - IP-Enabled Tablets
 - Enhanced Services - VVS
 - Financial Services
 - Offender Management Services
2. **Service Schedules.** Service Schedules shall apply to Services located at Premises Provider Facilities, whether existing, newly installed or renovated.
3. **Term.** This Agreement shall be in effect for XXX (X) years, commencing from the Effective Date (“Term”). Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”).
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto or subsequently signed by the Parties that reference this Agreement, and the Company’s international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, “Tariffs”) that may govern the Services and are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company, and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. Any Affiliate may provide services in its own name under a Service Schedule and such Service Schedule will be considered a separate, but associated, contract incorporating this Agreement and the Terms and Conditions; provided, however, that Company shall be responsible for its Affiliates’ performance pursuant to its applicable Service Schedule. The Affiliate listed in a specific Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule, and is not responsible for performance of any other Affiliate’s obligations under the Agreement or any other Service Schedule.

6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the Parties hereto, as of the latest date listed below.

Company

**Global Tel*Link Corporation
on behalf of itself and its affiliates**

Premises Provider

[name]

Signature

Name: Jeffrey B. Haidinger
Title: President and COO
Date:

Signature

Name:
Title:
Date:

Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. **Title.** Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement ("Equipment") shall be and at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the "IP") supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company's performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. **Relocation.** Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. **Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing, and shall be delivered personally or by a recognized commercial overnight mail carrier to the respective Parties to the addresses below. Notices, including notice of change of contact information, shall be effective upon delivery.

To Company:

Global Tel*Link Corporation
12021 Sunset Hills Road
Suite 100
Reston, Virginia 20190
Phone: (703) 955-3911
ATTN: Legal Department

To Premises Provider:

XXXXXX
XXXXXX
XXXXXX

Phone: XXXXX
ATTN: XXXXX

4. **Further Assurances.** Premises Provider represents and warrants that it has the legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility. During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Service failure or hazardous conditions to the Company. Premises Provider shall not, and shall not, allow any third party to tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees. The Premises Provider shall permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company shall have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

(e) To provide Company with the exclusive right to provide Premises Provider the Services under this Agreement for the period after its termination if Company matches the material financial and service terms and conditions of a bona fide offer of any third party to provide the Services, or any portion thereof, that Premises Provider is prepared to accept ("Third-Party Offer"). Premises Provider shall provide Company with the terms of such Third-Party Offer in writing and no less than ten (10) business days for the Company to exercise its rights herein. Upon exercise of this right by Company, this Agreement shall renew with the

modified financial and service terms and conditions for the term contemplated in the Third-Party Offer ("Extended Term").

5. Confidentiality. From the date this Agreement is signed by both parties until three (3) years after the expiration or earlier termination of the Agreement, the parties shall keep confidential the terms of this Agreement and of the response of Company to any solicitation that led to this Agreement. Each party shall also keep confidential any information it learns about the other's business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, "Agents") as required to perform their obligations hereunder, or in connection with a merger or the sale of substantially all assets of a Party, provided, however, that the parties shall cause all Agents and third parties to honor the provisions of this Section. The parties may also make disclosures as required by law as long as, before any disclosure, the party subject to the disclosure requirement promptly notifies the other party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other's information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

6. Indemnification and Limitation of Liability. Each Party shall indemnify the other from any loss, cost, damage, expense, or liability arising from breach of a Party of its obligations under this Agreement, except to the extent such loss, cost, damage, expense, or liability arises from the negligence or fault of the other Party; provided further, however, that the Company shall not be liable for interruption of telephone or other communication services arising from any cause.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL,

INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE VVS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

(b) **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities by Premises Provider, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records ("DRs") and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

7. Risk of Loss. The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

8. Default. In the event any Party shall be in breach or default of any terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

9. Governing Law. To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance

with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of law.

10. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

11. Independent Contractor. The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

12. Solicitation. The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

13. Force Majeure. Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

14. Survival. Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in a written agreement, duly executed by the Parties. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

15. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

16. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

18. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

19. Taxes and Fees. Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

20. Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.

21. Interpretation. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

22. Authority. Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

Inmate Telephone Service Schedule

This Service Schedule applies only to inmate telephone service ("ITS"). Where "Company" is used in this Service Schedule, it shall mean Global Tel*Link Corporation. Additional terms and conditions applicable to ITS are set forth in Tariffs or on Company's website, which may be modified from time to time.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
X	X	X

GTL Base Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

The term "equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and include the inmate telephone set(s) and related equipment, including, but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company are installed at the Facility owned or controlled by Premises Provider or any of its agencies or affiliates, such property shall remain in all respects that of Company. Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate equipment prior to such action. Upon removal of equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. Premises Provider may not make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

2. Inmate Telephone Services.

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment listed above; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

The installation of software and/or hardware on Company provided equipment is prohibited. System conditions can change and become unstable with the addition of software other than that installed by Company. Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. Company assumes no liability for any data stored on the equipment which is not directly related to the Services provided under this Agreement.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

3. Compensation.

Remuneration shall be _____ percent (___%) of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed intrastate inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be delivered to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

<<Name of Premise Provider>>

<<Street Address>>

<<City, State Zip>>

Attn: <<Name or Title of Payment Contact>>

4. Single-Call and Related Billing Arrangements for Inmate Telephone Services. Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

5. Additional Terms

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any telephone recording or monitoring by Premises Provider, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the telephone monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all call detail records (“DRs”) and call recordings contained in the inmate telephone system equipment Company to Premises Provider are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

 INMATE CALLING SERVICES

1. Rates (per minute)
- A. Billed Collect calls
- | | | |
|---------|--------|----------------------|
| Prison: | \$0.25 | |
| Jail: | \$0.30 | |
| | \$0.28 | Effective 07/01/2016 |
| | \$0.25 | Effective 07/01/2017 |
- B. Inmate Debit and Prepaid Collect calls
- | | | |
|---------|--------|----------------------|
| Prison: | \$0.25 | |
| | \$0.23 | Effective 07/01/2016 |
| | \$0.21 | Effective 07/01/2017 |
| Jail: | \$0.30 | |
| | \$0.28 | Effective 07/01/2016 |
| | \$0.25 | Effective 07/01/2017 |
- C. Single Payment Call Billed by Wireless Carrier
- | | |
|---------|--------|
| Prison: | \$0.00 |
| Jail: | \$0.00 |
- D. Single Payment Call Billed to Debit/Credit Card
- | | |
|---------|-----------------------------------|
| Prison: | \$6.00 |
| Jail: | \$6.36 (C) |
| | \$6.00 – Effective 07/01/2017 (C) |
- E. Prepaid Calling Cards Used for Refunds: \$0.10

** The filing of this abbreviated tariff does not constitute a waiver of any rights Global Tel*Link Corporation has to challenge the lawfulness of the Alabama PSC's December 9, 2014 Order issued in Docket 15957, and Global Tel*Link Corporation reserves all rights including its pending appeals in AL Circuit Court case No. 03-CV-2014-902085 and AL Supreme Court case No. 1140284.*

INMATE CALLING SERVICES

2. Ancillary Fees
- A. Payment by debit/credit card online or telephonically via interactive voice response (IVR); or by cash or debit/credit card at the provider's kiosk:
\$3.00
 - B. Payment by debit/Credit card telephonically via a live agent:
\$5.95
 - C. Bill processing fee for collect calls billed by the call recipient's carrier:
\$3.00
 - D. Convenience Fee for transfers from the inmate's canteen/trust fund:
5% of amount transferred
 - E. Optional Paper Bill Statement Fee:
\$2.00

Global Tel*Link Corporation hereby affirms to the Commission that no ancillary fees other than those listed above are assessed to ICS customers in Alabama.

** The filing of this abbreviated tariff does not constitute a waiver of any rights Global Tel*Link Corporation has to challenge the lawfulness of the Alabama PSC's December 9, 2014 Order issued in Docket 15957, and Global Tel*Link Corporation reserves all rights including its pending appeals in AL Circuit Court case No. 03-CV-2014-902085 and AL Supreme Court case No. 1140284.*

INMATE CALLING SERVICES

3. Provider Point of Contact:

Name: Brian Hackett
Title: Regulatory Compliance Manager
Telephone No: (703) 439-1662
Email: Brian.Hackett@gtl.net

** The filing of this abbreviated tariff does not constitute a waiver of any rights Global Tel*Link Corporation has to challenge the lawfulness of the Alabama PSC's December 9, 2014 Order issued in Docket 15957, and Global Tel*Link Corporation reserves all rights including its pending appeals in AL Circuit Court case No. 03-CV-2014-902085 and AL Supreme Court case No. 1140284.*

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the for second (final) extension of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for an additional one year as per the terms and conditions of the original contract as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,000.00.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

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

Date: August 17, 2018

Re: Requesting Council to approve Extension No. 2 of Bid No. 032-16 Jail Inmate Meals 2016 – Re-Bid

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Extension No. 1 of contract Bid No. 032-16 Jail Inmate Meals 2016 – Re-Bid with American Wholesale Grocery Inc. dba American Foods was executed on September 28, 2017 and will terminate on October 3, 2018. The Police Department requests that the City exercise the option of extending the bid one additional year to October 3, 2019.

The vendor has agreed to the extension, with all terms and conditions of the bid award, including pricing, remaining the same (see attached letter).

Please place on the next City Council Agenda this request to approve Extension No. 2 of Bid No. 032-16 Jail Inmate Meals 2016 Re-Bid and authorize the Mayor to execute Contract Extension No. 2 with American Wholesale Grocery Inc.

Cc: file

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

AMERICAN FOODS

131 New Jersey St
Mobile, AL 36603
251-433-2528
Americanfoods94@yahoo.com

August 15, 2018

American Wholesale Grocery d/b/a American Foods agrees to Extension No. 2 of the contract for Bid No. 032-16 Jail Inmate Meals 2016 with all terms and conditions of the bid award, including pricing, remaining the same.

Thank You,

John Carpenter
American Foods
251-454-4863

City of Fairhope

**Extension No. 2 of Contract for
Bid No 032-16 JAIL INMATE MEALS 2016--RE-BID**

This EXTENSION NO.2 of CONTRACT ("Extension") is made this ____ day of _____, 2018, for the purpose of extending the contract known as Bid No. 032-16 JAIL INMATE MEALS 2016--RE-BID dated October 3,2016, ("Original Contract") between the **City of Fairhope** and American Wholesale Grocery, Inc, dba AMERICAN FOODS (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, is described below: **BID NO. 032-16 JAIL INMATE MEALS 2016--RE-BID**, was to end on **OCTOBER 3, 2017**;

2. The Parties agreed to extend the Original Contract for an additional period (Ext #1), which began immediately upon the expiration of the original time period **October 3, 2017** and will end on **October 2, 2018, at 11:59 p.m.**

3. The Parties agree to **Extension #2** of the Original Contract, for a last and final period, which will begin immediately upon the expiration of **Extension #1** time period **OCTOBER 3, 2018** and will end on **October 2, 2019 at 11:59 p.m.**

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

IN WITNESS WHEREOF, the parties hereto have executed this **Contract Extension #2** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Karin Wilson, Mayor**

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

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

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

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

American Wholesale Grocery, Inc. d/a/b AMERICAN FOODS

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids and Contracts for the Firm) (Position or Title)

131 New Jersey Street
(Business Mailing Address)

Mobile, AL 36603
(City, State, Zip Code)

Phone _____ e-mail _____

(GENERAL CONTRACTOR'S LICENSE NUMBER) Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

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

respectively, of _____
(Type or Print company name here)

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

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

Notary Public _____

My Commission Expires ____/____/____

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 Miniature LED Lights (Bid Number 028-18) 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
Miniature LED Lights

[3] After evaluating the bid proposals with the required bid specifications, Winterland, Inc., with a total bid proposal with an annual cost not to exceed \$20,500.00, is now awarded the bid for Miniature LED Lights for the City of Fairhope.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ZAH

City of Fairhope Project Funding Request

Issuing Date: 8/17/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Miniature LED Lights Bid 028-18

Project Location: Downtown Area

Presented to City Council: 8/27/2018 Resolution # : _____
Approved _____

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

Project Cash Requirement Requested:
Cost: \$20,500.00

Vendor: Winterland, 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
<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 Development-24	Street-35	Sanitation-40

Project will be:

Expensed <u>XXX</u> Capitalized _____ Inventoried _____ Expense Code: <u>003-50340</u> 001240-50490 G/L Acct Name: <u>Community Events</u>	Funding Source: Operating Expenses <u>XXX</u> Budgeted Capital _____ Unfunded _____ Grant: _____ Federal - not to exceed amount State _____ City _____ Bond: _____ Loan: _____ Title _____ Year _____ Title _____ Year _____ Capital Lease: _____ Payment _____ Term _____
--	--

Project Budgeted: \$20,500.00

Over (Under) budget amount: \$0.00

Comments: Included in FY 2019 Budget draft; but ordering has to take place now.

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: <u>8/17/18</u> Request Approved Date: <u>8/21/18</u> Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Finance Director</u> Delivered To Date: <u>8/21/18</u> Approved Date: <u>8/21/18</u> Signatures: <u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Mayor</u> Delivered To Date: <u>8/21/18</u> Approved Date: <u>8/21/18</u> Signatures: <u>Karin Wilson</u> Mayor Karin Wilson
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MEMO

To: Michael Hinson, Treasurer

From: 
Jillian Saffie, Purchasing Manager

Date: August 17, 2018

Re: Requesting City Council to approve Bid No. 028-18 Miniature LED Lights

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Bid No. 028-18 Miniature LED Lights was issued on July 19, 2018 and opened on July 30, 2018. Bids were received from four vendors. Three of the four vendors could not comply with all the technical specifications called out in the bid. The other vendor could not comply with the delivery requirements.

The Director of Operations, Richard Peterson, has reviewed all responses and exceptions taken and recommends an award be made to Winterland, Inc. as the only supplier capable of complying with all technical requirements outlined in the bid (see attached email and bid tab). Winterland is the highest bidder with a unit price of \$20.50 for a 50 ft. strand of lights (100 bulbs per strand). Richard Peterson recommends award to Winterland in the amount of \$20,500 for 1,000 strands of lights.

Please place on the next City Council Agenda this request to award Bid No. 028-18 Miniature LED Lights to Winterland Inc. In the amount of \$20,500.00.

Cc: file; R. Peterson

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Jillian Saffle

From: Richard Peterson
Sent: Friday, August 17, 2018 8:33 AM
To: Jillian Saffle; Dee Dee Brandt
Subject: Bid for LED Lights

Good Morning,

After reviewing the results of the bid and accounting for the exceptions submitted by each vendor, I recommend we award the bid the Winterland. Winterland and Novelty Lights submitted bids using sealed LED bulbs in the strings as specified. The other bidders did not meet this important and necessary item in our consideration.

The Winterland exception was a time and delivery issue. Based on the fact that Winterland has the installation contract for the lights, I am confident their schedule for installation of all lights can accommodate this exception.

The exception from Novelty Lights was to provide one gauge smaller wire size. This was a concern to us so we made a request to Novelty Lights to have a sample string of lights shipped to us for further evaluation. The Novelty Lights string uses a smaller bulb than the Winterland strings and the connection of each string is a typical plug-in type (non-waterproof) connection, and not an o-ring seal, compression type connection. In speaking to Novelty Lights, they agree that our area of high rainfall would be better served by the o-ring seal, compression type connection. We are also concerned about the smaller wire size being more susceptible to stress failures from tree growth over the two or three year life cycle we expect from these strings.

In summary, we are attempting to establish a level of confidence in a string of lights that will both last up to three years and reduce, or eliminate, the amount of power trips we respond to from moisture affecting the GFI protected outlets that serve these lights. This Winterland bid will give us the best available option for that, which is my basis for this recommendation.

If you have any questions or comments, please advise.

Thanks,

Richard

Richard Peterson, PE
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533
251.990.2884 – Office
251.979.0087 - Cell

CITY OF FAIRHOPE
BID TABULATION and RECOMMENDATION
BID NO: 028-18
BID NAME: Miniature LED Lights
BID OPENED: July 30, 2018 10:00 a.m.
Note: Bid Bond WAIVED (All bonds waived)

VENDOR	Bid Proposal Executed / Signed / Notarized	Lead time ARO days	Manufacturer / Model	Bid price per ft strand 100 bulbs	Bid price per ft strand 150 bulbs	3.0 Technical specs submitted	3.0 Technical specs Comply/ does not comply
WINTERLAND INC.	Yes	45	Five Star / Winterland 5MMWWC	50 ft / \$20.50	75 ft / \$29.50	Yes	Complies to all; Lead time does not support need date
NOVELTY LIGHTS, INC	Yes	3	Novelty Lights / CGWA100	50 ft / \$13.70	No bid	Yes	Does not comply to 3.1.2
JUBILEE ACE HARDWARE	Yes	30	Celebrations / 40840-71	24.5 ft. / \$8.92	No bid	Yes	No response to 3.2.11, 3.2.12 Does not comply to 3.1.4
DISPLAY SALES COMPANY	Yes	5	Display Sales / LED Mini-WMWNT	100 ft. / \$20.47	No bid	Yes	No response to 3.2.9 Does not comply to 3.2.11, 3.2.12
WAL-MART - DAPHNE, AL	No Response						
WAL-MART - FAIRHOPE, AL	No Response						
CHRISTMAS LIGHTS ETC. (AKA WINTERGREEN CORPORATION)	No Response						
CITY ELECTRIC SUPPLY	No Response						
ALL AMERICAN CHRISTMAS CO.	No Response						
DEALERS ELECTRICAL SUPPLY	No Response						
LOWE'S COMMERCIAL SERVICES	No Response						
HOME DEPOT	No Response						
HOLIDAY DESIGNS	No Response						
GRAYBAR	No Response						
ROBERT MOORE'S CHRISTMAS TOWN	No Response						

- **3.1.2 All wire must be no smaller in size than 20 gauge Comply Does Not Comply
 **3.1.4 Plugs are to be polarized Comply Does Not Comply
 **3.2.9 Each String is to be approximately 24 to 50 feet long Comply Does Not Comply
 **3.2.11 Bulbs shall have a minimum average life of approximately 25,000 burn hours Comply Does Not Comply
 **3.2.12 Light Strings shall have a 3-yr warranty for UV exposure for continuous out door use Comply Does Not Comply

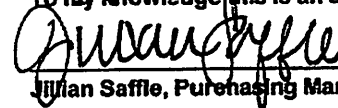
Recommendation: Award to WINTERLAND INC.



8, 17, 2018

Richard Peterson, Director of Operations

To my knowledge this is an accurate bid tabulation



8, 17, 18

Julian Saffle, Purchasing Manager

Report Name: JONES WALKER- Billing Statement

Last Generated On: 06/01/2018 04:09:46 PM

Statement of your Account with Equity Valuation Partners

Company Name EYP Invoice # Invoice Date

JONES WALKER 18-10081 05-31-2018

JONES WALKER 18-10083 05-31-2018

Sub Total:

Borrower's Name City of Fairhope City Att. Near Senic 98 and Nelson Fairhope City of Fairhope City Att. Near Senic 98 and Nelson Fairhope	Property Address City	State AL AL	Product Commercial Appraisal Commercial Appraisal	Amount Due 10000	Ordered By 5000 bethanys@eqval.com 5000 bethanys@eqval.com	Process Status Completed Completed
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RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Fire Extinguisher Service for the City of Fairhope from Safety Extinguishers, LLC with an annual cost of approximately \$14,000.00.

Adopted on this 27th day of August, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

COF Project No. _____

1405

AUG 21 '18 PM3:03

JAW

Issuing Date: 8/21/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: <u>Fire Extinguisher Service 2018 RFQ 004-18</u>	
Project Location: <u>City-Wide</u>	
Presented to City Council: <u>8/27/2018</u>	Resolution # : _____
Funding Request Sponsor: <u>John Saraceno, Fire Maintenance Supervisor</u>	Approved _____
	Changed _____
	Rejected _____
Project Cash Requirement Requested: Cost: <u>\$14,000.00</u>	
Vendor: <u>Safety Extinguisher LLC</u>	
Project Engineer: <u>n/a</u>	
Order Date: <u>n/a</u>	Lead Time: <u>n/a</u>

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 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:		Funding Source:			
Expensed	<u>XXX</u>	Operating Expenses	<u>XXX</u>	Federal - not to exceed amount	
Capitalized	_____	Budgeted Capital	_____	State	
Inventoried	_____	Unfunded	_____	City	
Expense Code:	<u>Various-50360 (allocated over multiple depts)</u>			_____	
G/L Acct Name:	<u>General Maintenance</u>			_____	
Project Budgeted:	<u>\$14,000.00</u>	Bond:	_____	Title	_____ Year
Over (Under) budget amount:	<u>\$0.00</u>	Loan:	_____	Title	_____ Year
Comments:	<u>Incorporated into FY 2019 budget draft</u>			Capital Lease:	_____
				Payment	_____ Term

City Council Prior Approval/Date? <u>No</u>		
City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>8/20/18</u>	Delivered To Date: <u>8/21/18</u>	Delivered To Date: <u>8/21/18</u>
Request Approved Date: <u>8/21/18</u>	Approved Date: <u>8/21/18</u>	Approved Date: <u>8/21/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Mayor Karin Wilson</u> Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

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

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

Date: August 20, 2018

Lisa A. Hanks, MMC
City Clerk

Re: Request Green Sheet approvals for **RFQ No. 004-18, Fire Extinguisher Service 2018**

Michael V. Hinson,
CPA
City Treasurer

On August 17, 2018, quotations were received for **RFQ No. 004-18, Fire Extinguisher Services 2017**. The RFQ was sent to twelve vendors. A tabulation and recommendation was composed (see attached). The total cost of this budgeted procurement is over \$10,000.00. This requires a greensheet, and the approval of City Council. This is mandatory annual inspection and servicing of all the fire extinguishers in the City. The anticipated cost will run approximately \$14,000.00.

Please compose a greensheet and have this procurement of Fire Extinguisher Services 2018 approved and awarded to Safety Extinguisher, LLC in the amounts listed on there quotation response sheet.

Cc, file

161 North Section
Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Responders	Safety Extinguisher, LLC	FYRE-FYTER SALES	R Carter and Associates	Hiller Systems Inc	Firehouse sales and Service	International Fire Protection, Inc	The Fire Pro	Sumbelt Fire Protection, Inc	NAEVM	S & S Sprinkler Company, LLC	VSC Fire & Security, Inc	Certified Hood & Fire Specialists, Inc.
ANNUAL INSPECTION COSTS (1 EA)	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each	Price Each
1 Annual Inspections (Sticker Tags on all extinguishers exposed to elements)	\$4.00	No Response	Non responsive (late)	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response
2 2.5# ABC, BC recharge	\$6.50											
3 5# ABC, BC recharge	\$9.50											
4 10# ABC, BC recharge	\$12.50											
5 20# ABC, BC recharge	\$23.50											
6 2.5# Halatron recharge	\$4.50											
7 5# Halatron recharge	\$9.50											
8 11# Halatron recharge	\$14.50											
9 30# class D recharge	\$24.00											
10 2.5 gallon recharge H2o	\$4.50											
11 5# CO2 recharge	\$4.50											
12 10# CO2 recharge	\$6.50											
13 20# CO2 recharge	\$7.00											
14 2.5# ABC, BC six (6) year	\$6.50											
15 5# ABC, BC six (6) year	\$9.50											
16 10# ABC, BC six (6) year	\$12.50											
17 20# ABC, BC six (6) year	\$23.50											
18 ABC, BC six (6) year	\$2.00											
19 2.5 # Halatron six (6) year	\$4.50											
20 5# Halatron six (6) year	\$9.50											
21 11# Halatron six (6) year	\$14.50											
22 2.5# Hydro BC ABC	\$0.00											
23 5# Hydro BC ABC	\$14.50											
24 10# Hydro BC ABC	\$14.50											
25 20# Hydro BC ABC	\$14.50											
26 10# Hydro CO2	\$19.50											
27 20# Hydro CO2	\$19.50											
28 30# class D Hydro	\$19.50											
29 2.5 gallon Hydro H2o	\$19.50											
30 2.5 # Halatron Hydro	\$0.00											
31 5# Halatron Hydro	\$9.50											
32 11# Halatron Hydro	\$9.50											
33 New ABC, BC 2.5#	\$32.00											
34 New ABC, BC 5#	\$42.00											
35 New ABC, BC 10#	\$62.00											
36 New ABC, BC 20#	\$120.00											
37 New 6L K class	\$140.00											
38 New Co2 5#	\$120.00											
39 New Co2 10#	\$185.00											
40 New Co2 15#	\$197.00											
41 New Co2 20#	\$230.00											
42 New Halatron 2.5#	\$90.00											
43 New Halatron 5#	\$145.00											
44 New Halatron 11#	\$255.00											
46 Valve	\$8.00											
47 Gauge	\$7.00											
48 Suppression System service	\$70.00											
49 Fusible Links	\$9.00											
50 Pins	\$1.00											
51 Hood Cleaning per Sq Ft	\$9.00											
52 Hood cleaning per each Nozzle	\$0.00											
O ring included	included											
TOTAL ANNUAL INSPECTION	\$2,056.00											
PICK UP / DELIVERY CHARGE (PER ROUND TRIP)	\$0.00											
Service charge for callouts other than Annual Inspection. (if any)	\$20.00											

Recommendation: Award bid to Safety Extinguisher, LLC in the amounts listed in their Quots.

John Saraceno
 John Saraceno, Fire Maintenance Supervisor
 8/17/2018

To my knowledge this is an accurate tabulation of quotations submitted.

Jillian Saffle
 Jillian Saffle, Purchasing Manager
 8/17/18

RESOLUTION NO. _____

WHEREAS, a Special Municipal Election has been called to be held on 2 October 2018; and,

WHEREAS, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the Municipal Governing Body, not less than 15 days before the holding of any Municipal Election, appoint from the qualified electors of the municipality, officers to hold the election as follows; where electronic ballot counters are used, at least one inspector and three clerks,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, Alabama that the election Officers for said elections shall be as follow:

- | | | |
|---|-----|---|
| Chief Inspector: | (1) | Dianne Blaschak, 405 Jasmine Avenue |
| Chief Clerk: | (1) | Vera Culver, 567 Jan Drive |
| Provisional Ballot Officer: | (1) | Kermit Mangus, 400 Jasmine Avenue |
| Registration & Tablet
(Voter List) Clerks: | (1) | Alison Calloway, 9 Cottage Drive |
| | (2) | Edith Calloway, 9 Cottage Drive |
| | (3) | Beverly Dunnam, 414 Forster Avenue |
| | (4) | Becky Brown, 667 Fairhope Avenue |
| | (5) | Suzanne McKee, 211 Park Drive |
| | (6) | Margie Robinson, 100 Berglin Street |
| | (7) | Stephenie Gasbarro, 322 Clubhouse Drive |
| | (8) | Dian Mangus, 400 Jasmine Avenue |
| | (9) | Joanne Brown, 62 South Ingleside |
| Runner: | (1) | Tony Gasbarro, 322 Clubhouse Drive |
| Ballot Issue Clerks: | (1) | Charles Robinson, 129 Cypress Lane |
| | (2) | Steve Mills, 171 Hawthorne Circle |
| | (3) | Edwina Tait, 101 Berglin Street |
| | (4) | Wayne Tait, 101 Berglin Street |
| | (5) | Debbie Mansmann, 207 Lee Street |
| AutoMARK Attendant:
(For Handicap) | (1) | Tony Gasbarro, 322 Clubhouse Drive |
| Machine Attendants: | (1) | Andrew J. Blaschak, 405 Jasmine Avenue |
| | (2) | Terrill G. Hicks, 104 Clubhouse Drive |
| Absentee Machine Clerks: | (1) | Vera Culver, 567 Jan Drive |
| | (2) | Dianne Blaschak, 405 Jasmine Avenue |

Resolution No. _____
Election Officers
10 September 2018
Page -2-

BE IT FURTHER RESOLVED, that the Chief Inspector shall be compensated \$250.00 for each Election and for each Run-off Election, if necessary, and other Election Officers shall be compensated \$125.00 for each Election, and for each Run-off Election, if necessary.

ADOPTED THIS 27TH DAY OF AUGUST, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



City Council

September, 2018

Site Plan Approval

Case: SR 18.05 Reid Mixed Use Development

Project Name:

Reid Mixed Use Development

Property Owner /Applicant:

James and Beverly Reid

General Location:

Southwest corner of Magnolia Avenue and Church Street Intersection

Project Type:

Mixed-use Multiple Occupancy (21 units)

Project Acreage:

0.81 acres

Zoning District:

B-2 General Business District
And within the Central Business District (CBD) Overlay

PPIN Number:

15207, 15206, 64931, 15529, 14910, 77862, 53136, 14716

Engineer of record:

Larry Smith, PE, S.E. Civil

Architect of record:

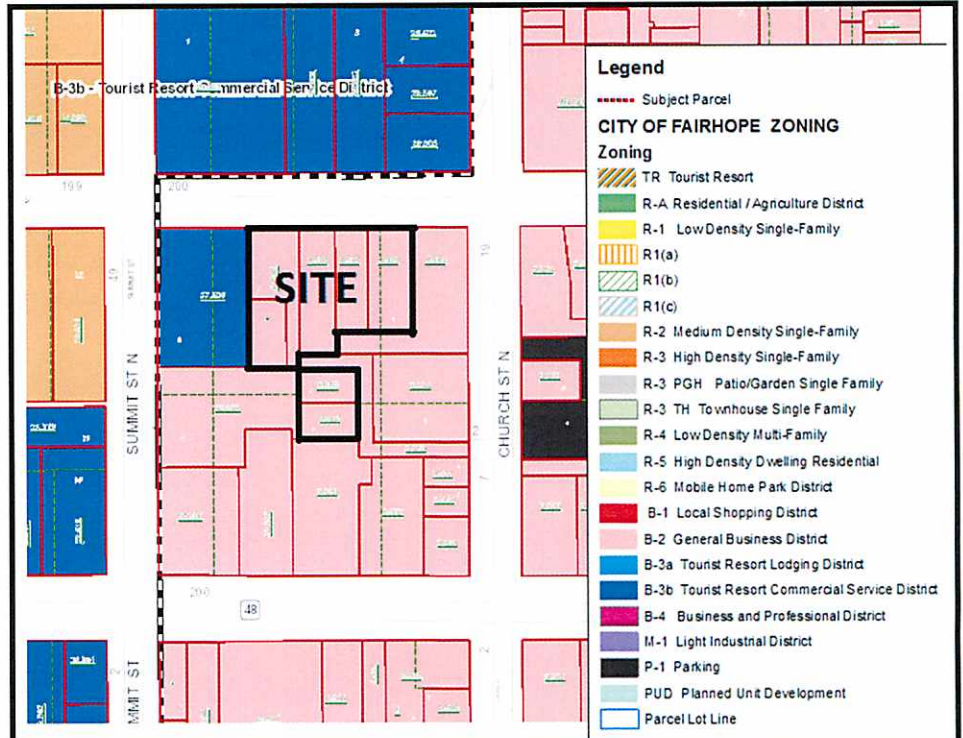
Rebecca Dunn Bryant, AIA
Watershed Architecture

Report prepared by:

J. Buford King, City Planner

Recommendation:

Approval



Summary of Request:

Public hearing to consider the request of S.E. Civil, LLC on behalf of property owners James and Beverly Reid for Site Plan approval of the Reid Mixed Use Project, a Multiple Occupancy Project (MOP). Subject property is located at the southwest intersection of Church Street and Magnolia Avenue in the Central Business District of downtown Fairhope, consisting of a combined 0.81 acres. Subject application is an MOP (Case # SD18.30) and does not request subdivision of lands or the creation of new lots, however mixed-use projects to be constructed in the Central Business District (CBD) require mandatory site plan approval . The development proposes six (6) structures with a total of 21 units. Mr. Larry Smith, PE, of S.E. Civil serves as the engineer of record (EOR) for subject application with Ms. Rebecca Dunn Bryant, AIA serving as Architect of Record.

Article II. Section 2. Site Plan

a. Initiation – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures. (Final) site plans that do not accompany a zoning map amendment shall be reviewed according to this section. Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

(1) Has a gross floor area of 10,000 square feet or greater; or,

(2) More than 30% of the lot (excluding the building) is impervious; or

(3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article procedures in Article VI, Section D. for review of the rezoning application and site plans associated with a village development.

(4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval. VI. However, applicants for rezoning to the village districts may elect to use the special review

- Subject development is a mixed-use project with approximately 50% residential units, with an approximately 40’ building height and 3 stories allowed by the amended CBD overlay. These features of the development, including its location in the CBD, triggers a site plan review.**

Comments:

<i>Article II, Section C.2.d.(1) Compliance with the Comprehensive Plan</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments	<input type="checkbox"/> Revise and Resubmit per comments
<i>Comments: Page 35, “Form, Function, and Design” of the Comprehensive Plan states “Over the years, the City has worked to create a regulatory environment that is conducive to new development and new investment in older existing properties”. The subject application appears to be supported by the comprehensive plan because an older existing property will contain numerous improvements proposed by subject application. The Architect of Record also provided a supporting document further explaining how the subject development supports the Comprehensive Plan and how the proposed development aids in the transition from the Central Business District to adjacent residential neighborhoods.</i>		

<i>Article II, Section C.d.(4) Compliance with other laws and regulations of the City</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Cross Reference: Ordinance 1550 Low Impact Development Techniques for Parking Facilities. City of Fairhope Subdivision Regulations Article IV Section F.11.a.-f. Required Use of Low Impact Development Techniques.		
Comments: Please cross reference Article V, Section F.3-11. <u>Storm Water Standards in the MOP review for more information.</u> The Engineer of Record (EOR) clarified the storm water design for subject property, more fully-described in the MOP Case # SD 18.30. LID techniques are not enforced in the Central Business District (CBD) and reference to an LID technique on drawing C04 was a misprint corrected during revisions.		

<i>Article II, Section C.d.(6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Subject property is zoned B-2 General Business District, which by definition in the Zoning Ordinance “is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district”. The Mixed-Use nature of lots 1, 2, and 3 as well as the residential use of lots 1R, 4, and 5 is inherently more restrictive than the allowable uses typically associated with B-2 zoning, and therefore less likely to have a negative impact on the adjacent properties than typical B-2 uses. The Architect of Record also provided a supporting document further explaining how the subject development supports the Comprehensive Plan and how the proposed development aids in the transition from the Central Business District to adjacent residential neighborhoods.		

<i>Article II, Section C.d.(7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted with comments, no response required.	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Subject property is zoned B-2 General Business District, which by definition in the Zoning Ordinance “is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district”. The Mixed-Use nature of lots 1, 2, and 3 as well as the residential use of lots 1R, 4, and 5 is inherently more restrictive than the allowable uses typically associated with B-2 zoning, and therefore less likely to have a negative impact on the surrounding neighborhood than typical B-2 uses. The Architect of Record also provided a supporting document further explaining how the subject development supports the Comprehensive Plan and how the proposed development aids in the transition from the Central Business District to adjacent residential neighborhoods.		

<i>Article II, Section C.d.(8) Overall benefit to the community.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Comments: Please provide a narrative explaining the subject development’s benefit to the community. The Architect of Record also provided a supporting document further explaining how the subject development supports the Comprehensive Plan and how the proposed development aids in the transition from the Central Business District to adjacent residential neighborhoods.		

<i>Article II, Section C.d.(9) Compliance with sound planning principles</i>		
<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Accepted with comments	<input type="checkbox"/> Revise and Resubmit per comments
Comments: Proposed use (mixed use) is allowable in B-2 zoning, further, in-fill development of the type included in subject application is allowable and supported by the Comprehensive Plan.		

<i>Article II, Section C.d.(12) Property boundaries with dimensions and setback lines.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Comments: Please cross-reference Article IV, Section C.1.b.(7) of the MOP review for setback requirements. The EOR revised the site to reflect 20' setback lines for the purely residential units. The Mixed-use units are built to the ROW line as required by Article V, Section B.4.a.		

<i>Article II, Section C.d.(15) Elevations indicating exterior materials.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Comments: Please revise elevations 1 and 3 on drawings A3.2 and A3.3 to reflect "mean actual grade" as required by the Building Official. The architectural elevations have been revised as requested by the Building Official. Note that CBD building height is now allowable to 40' and 3 stories as amended by Case # ZC 17.11.		

<i>Article II, Section C.d.(16) The locations, intensity, and height of exterior lights.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted with comments	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Cross Reference: <i>Article IV, Section B.3. "Parking Lot/Open Area Lighting"</i>		
Comments: Please revise drawings E3.0 and E3.10 to reflect a pole height of no more than 10'-0" for fixtures P3 and P5, as required for parking areas with less than 50 parking spaces. Further, the parking area lighting appears to exceed the maximum allowable foot candles of Article IV, Section B.3 – please clarify compliance with the lighting requirements of the zoning ordinance. The EOR verified, and drawings E3.0 and E3.10 have been revised to reflect 10' above finish grade (AFG) mounting heights of light fixtures to comply with the zoning ordinance. The maximum foot-candle rating has also been identified on the drawings to verify foot-candle compliance with the zoning ordinance.		

<i>Article II, Section C.d.(17) The locations of mechanical equipment.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Cross Reference: <i>Article IV, Section B.2.a. and b. "Screening"</i>		
Comments: Not shown – please verify mechanical equipment locations and screening. The EOR verified buildings 1 and 2 contain roof top units (RTUs) for HVAC which are inherently screened by the parapet walls of each building. All other buildings with ground surface mounted HVAC (condenser units, etc.) are to be screened by landscaping. A condition of approval of the MOP case (and all MOP cases) will be submission of an as-built drawing verifying landscaping is installed as-built as-designed.		

<i>Article II, Section C.d.(21) Parking, loading, and maneuvering areas.</i>		
<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
Comments: Ordinance 1550, which revises Article IV, Section "E" of the Zoning Ordinance, requires compact car parking for a minimum of 30% of the parking spaces but no more than 40% of the required spaces. Furnished compact car parking comprises 24% of the spaces. Further, LID techniques required by Ordinance 1550 are not identified. A bioretention area is mention on drawing C08 but no drawings or		

calculations are provided for this area and it is not reflected on drawing C02. Please cross reference Article IV, Section C.1.d.of the MOP review for more information. The EOR verified two additional compact car parking spaces have been added to comply with the zoning ordinance requirement for on-site parking for the purely residential units and are reflected on drawing C01. The LID technique referenced is a misprint and has been removed from drawing C08. LID techniques, though a component of MOPs, are not enforced in the CBD.

Article II, Section C.d.(22) Landscaping plan in accordance with the City Landscape Ordinance.

<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Review Pending	<input type="checkbox"/> Accepted	<input type="checkbox"/> Revise and Resubmit per comments
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Comments: The City of Fairhope Horticulturalist is currently reviewing the landscape plan and comments will follow under separate cover or will be discussed at the Development Review Committee (DRC) meeting. Tree Protection / Landscape Plan has been reviewed and approved by the horticulturalist as of 7/9/2018. Note the greenspace requirements of Article V, Section D.2. are not a component of the MOP regulations and not applicable to subject development.

Article II, Section C.d.(24) Dumpster location and screening

<input type="checkbox"/> N/A	<input type="checkbox"/> Accepted	<input checked="" type="checkbox"/> Revise and Resubmit per comments
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Comments: It is assumed the intention for the site is for waste disposal service to be furnished by the City of Fairhope, however waste receptacle locations are not shown for lots 1 and 2. The method of screening for the waste receptacles indicated for lots 1R, 3, 4, and 5 is not included on the civil or landscape drawings. The EOR indicate waste receptacles are more-clearly identified on drawing C02 and will be screened by landscaping. A condition of approval of the MOP case (and all MOP cases) will be submission of an as-built drawing verifying landscaping is installed as-built as-designed.

Site Photos:



Subject property looking southwest from Magnolia Avenue



Subject property looking southeast from Magnolia Avenue



Looking south toward subject property from Magnolia Avenue



Looking southwest toward subject property from existing adjacent parking area

Staff Recommendation:

Staff recommends APPROVAL of the Case # SR 18.05, site plan review of the Reid Mixed Use Development.

Planning Commission Recommendation:

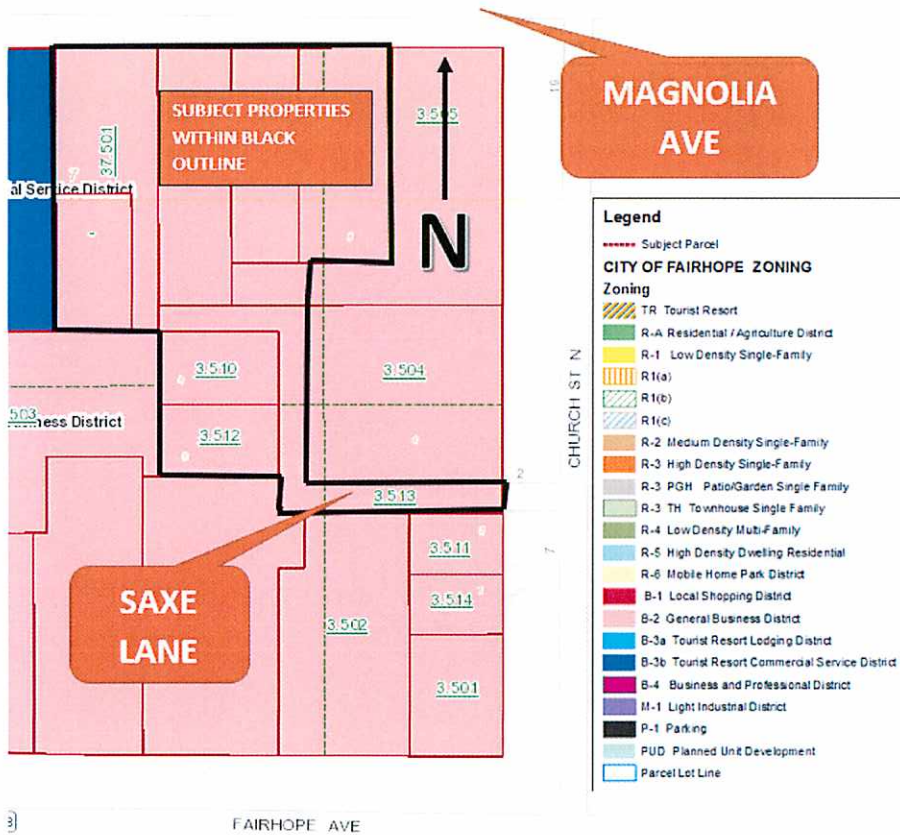
The City of Fairhope Planning Commission, at its August 6, 2018 regular meeting unanimously recommended APPROVAL Case # SR 18.05, site plan review of the Reid Mixed Use Development.

Further, the City of Fairhope Planning Commission, at its August 6, 2018 regular meeting unanimously recommended APPROVAL Case # SD 18.30, Multiple Occupancy Project (MOP) approval of the Reid Mixed Use Development, subject to various conditions of approval typical of an MOP application.

SD 18.30/SR 18.05 Reid Mixed Use Development

- 21-unit Multiple Occupancy (MOP) project located in the Central Business District (CBD)
 - Six Buildings labeled lots 1, 1R, 2, 3, 4, and 5 covering 0.81 acres
 - Located near intersection of Magnolia Ave and Church Street southwest corner
- Owner/Developer: James and Beverly Reid
 - Engineer of Record – Larry Smith, PE, S.E. Civil
 - Architect of Record – Rebecca Dunn Bryant, AIA, Watershed
- Lots 1-3 are mixed use
 - Built to edge of ROW per Article V, Section B.4a. of the Zoning Ordinance
 - Unit breakdown on next slide
- Lots 1R, 4 and 5 are strictly residential
 - 20' front setbacks applied to these structures
 - Unit breakdown on next slide
 - Existing lot lines will be adjusted via common lot line movement to accommodate the development – no new lots are created.
- B-2 zoning district within CBD
- Trip generation does not warrant a traffic study

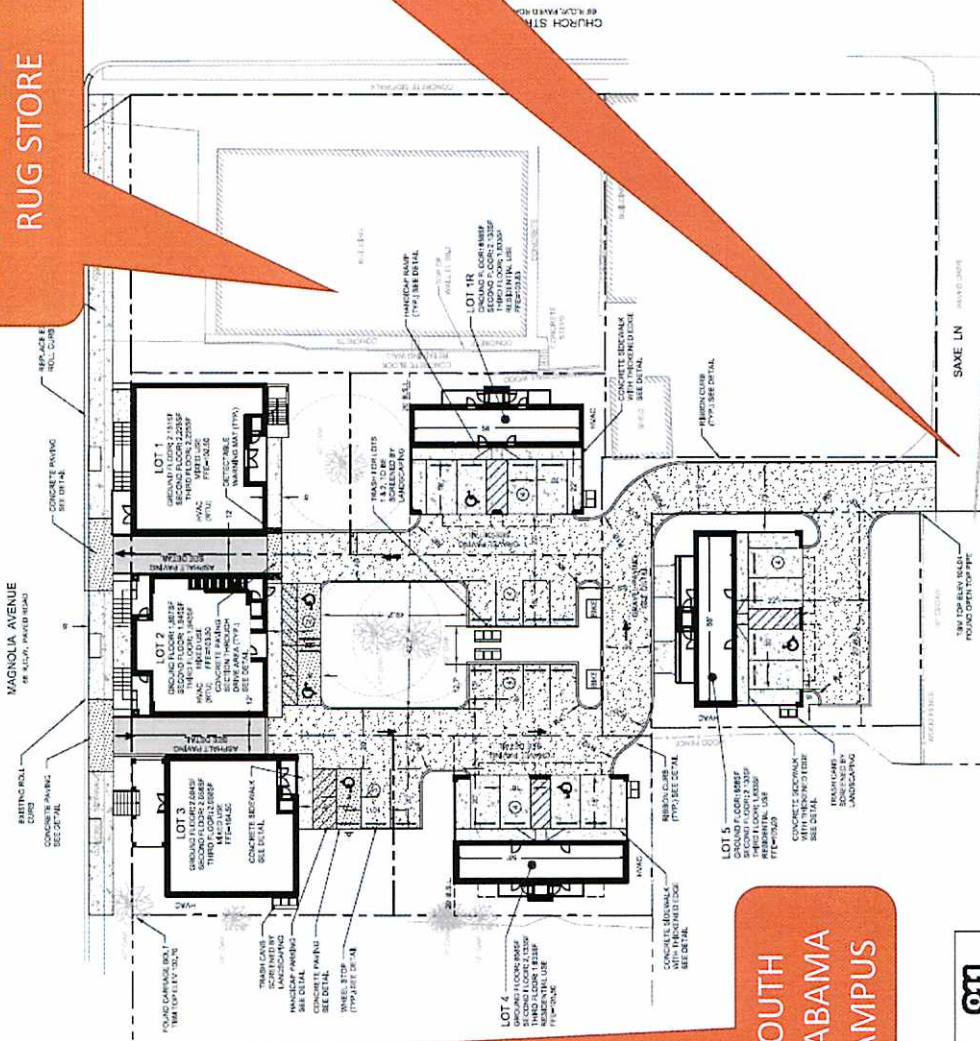
SD 18.30/SR 18.05 Reid Mixed Use Development



SD 18.30 / SR 18.05 Reid Mixed Use Development

FAIRHOPE SINGLE TAX CORPORATION PROVIDED AUTHORIZATION FOR TO IMPROVEMENTS TO SAXE LANE TO SERVICE SUBJECT PROPERTY

EXISTING PERSIAN RUG STORE

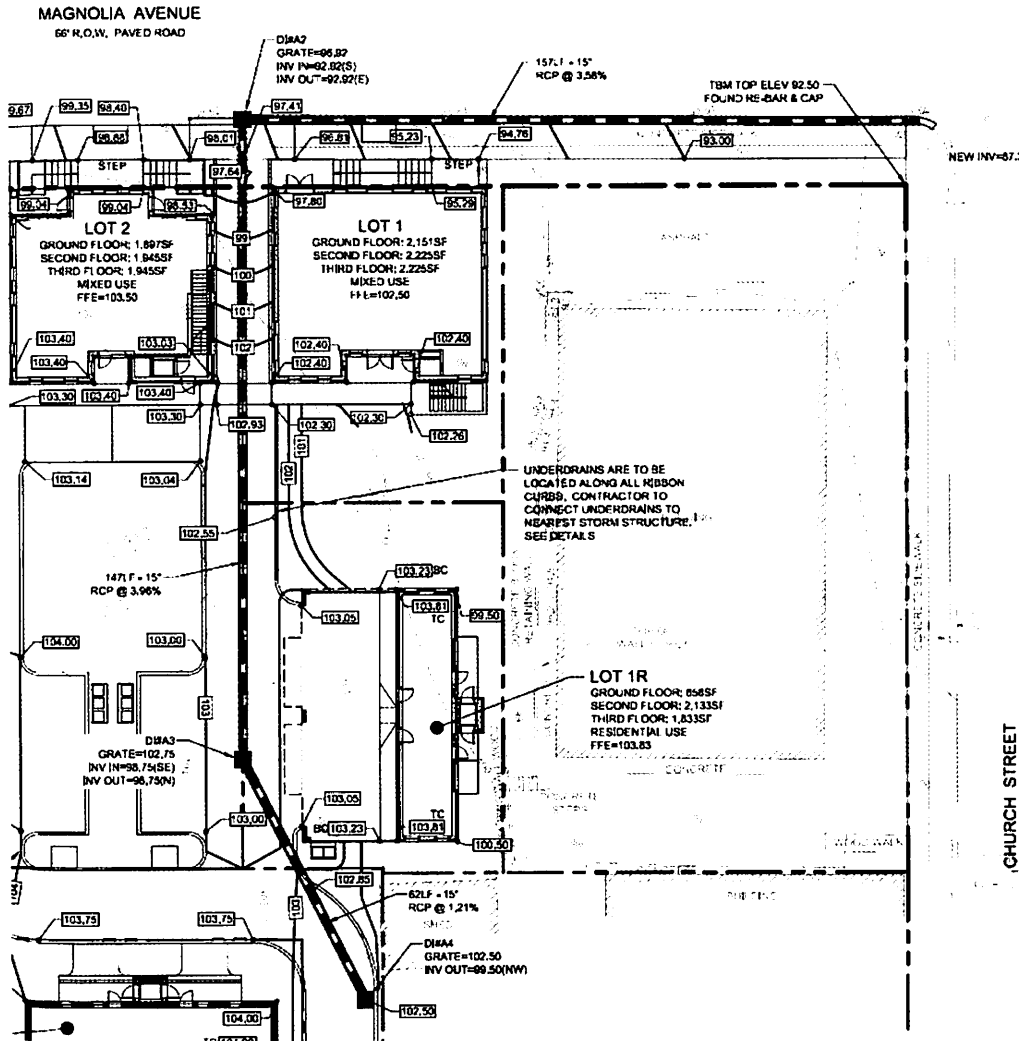


SOUTH ALABAMA CAMPUS

- RETAIL/OFFICE (FIRST FLOOR)
LOT 1 (2151 SF) -
4 SPACES FOR 400 SF+
1 SPACE/400 SF TO 5000 SF+
2 RESIDENTIAL UNITS - 1 SPACE PER UNIT
- LOT 1R -
4 RESIDENTIAL UNITS - 1 SPACE PER UNIT
- LOT 2 (1897 SF) -
4 SPACES FOR 400 SF+
1 SPACE/400 SF TO 5000 SF+
2 RESIDENTIAL UNITS - 1 SPACE PER UNIT
- LOT 3 (2004 SF) -
4 SPACES FOR 400 SF+
1 SPACE/400 SF TO 5000 SF+
2 RESIDENTIAL UNITS - 1 SPACE PER UNIT
- LOT 4 -
4 RESIDENTIAL UNITS - 1 SPACE PER UNIT
- LOT 5 -
4 RESIDENTIAL UNITS - 1 SPACE PER UNIT



SD 18.30 / SR 18.05 Reid Mixed Use Development



- Low Impact Development (LID) techniques are not enforced in the Central Business District (CBD)
- Drainage calculations are limited to pipe sizing
 - Three drain inlets are proposed, connecting to an existing drain inlet in the ROW at the corner of Magnolia and Church
 - Only storm water infrastructure in the ROW will be maintained by COF
- No detention/retention systems are included
 - Not reflected in MOP conditions of approval
- Relocation of overhead utilities underground will be coordinated with the electrical department
- Fire hydrant locations have been coordinated with the Building Official to satisfy fire district requirements, buildings shall be sprinkled

STAFF RECOMMENDATION SD 18.30 Reid Mixed Use Development

Subject application is a Multiple Occupancy Project and as a result there is no “plat” to be submitted for final approval. In order to fulfill the final inspection requirements of Article IV, Section C.6.a. and b., as well as Article IV, Section D.4, staff recommends **APPROVAL** of the MOP request subject to the conditions below:

1. A pre-construction conference will be required prior to land disturbance.
 - a. The sequencing of construction of the various buildings, procedures for requests for building inspection, site stabilization requirements for each building site and initiation of closeout procedures will be clarified during the pre-construction conference.
 - i. Any building constructed “stand-alone” must be constructed and all improvements installed for “stand-alone” functionality and will have its own closeout process.
2. Submission of a copy of the recorded utility easements related to subject property.
3. **Submission of a re-plat of the existing lot lines to fit the proposed development. (Administrative approval, no new lots to be created)**

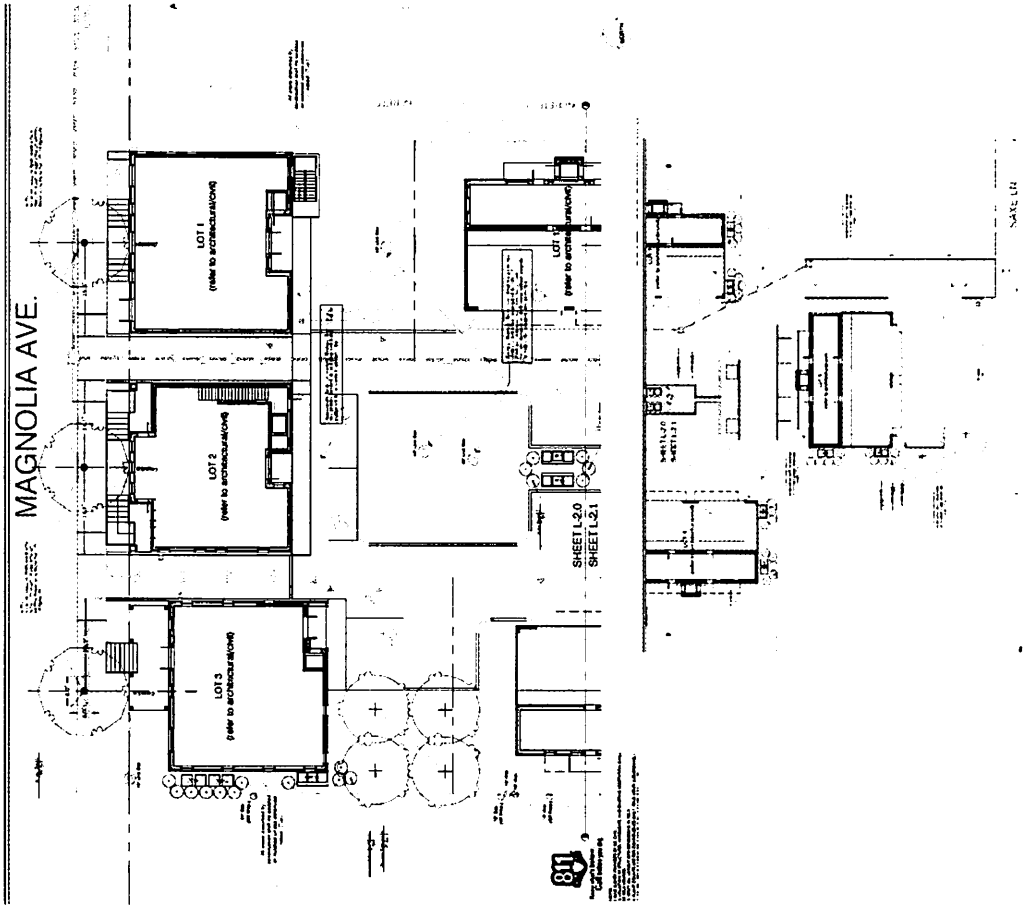
STAFF RECOMMENDATION (continued) SD 18.30 Reid Mixed Use Development

4. Subject development is an MOP and not a typical subdivision. In lieu of the final plat approval procedure required for a typical subdivision, the closeout procedure for subject development includes the follow procedures and/or documents as applicable:
 - a. Maintenance Bond as required by Article IV, Section.D.1.a. for any infrastructure to be dedicated to the City of Fairhope
 - b. Digital or video image(s) with date and time stamp of storm drains to ensure drainage structures are undamaged and free of debris and sediment as required by Article IV, Section.D.1.b.(16)
 - c. One copy of the site as-built drawings as well as one copy of the drainage calculations containing the engineer's certificate required by Article IV, Section.D.1.b.(18) and Article VI, Section E.6–8 as well as a statement identifying the POA or similar entity responsible for maintaining any and all storm water facilities and structures located outside of the publicly accepted ROW.
 - d. One copy of the landscape as-built drawings with a statement from the landscape architect of record indicating the various landscape features have been completed as-designed.
 - e. Inspection of all other MOP-applicable sections of Article IV, Section D. 1.b.(1) – (18)
 - f. Inspection of all other MOP-applicable sections of Article VI, Construction Standards and Chapter 19 of the City of Fairhope Code of Ordinances, testing requirements.

SR 18.05 Reid Mixed Use Development Site Plan Review

- Subject development is supported by the Comprehensive Plan
 - New development of older existing property
 - Architect of Record provided an additional narrative explaining how the development aids in the transition from the CBD to adjacent residential neighborhoods as well as other benefits to the community
- Building height and number of floors are allowable in the CBD
- Lighting complies with the zoning ordinance: 10' tall light poles, 3.6 foot-candles (4.0 maximum)
- HVAC units at grade to be screened by landscaping.
 - RTUs to be screened by parapet walls.
- Parking in compliance with the zoning ordinance
 - 32% (no more than 40%) are compact car spaces
 - Though LID techniques are not enforced in the CBD, the pervious paving included on the site complies with Ordinance 1550 regarding pervious paving of parking spaces

SR 18.05 Reid Mixed Use Development

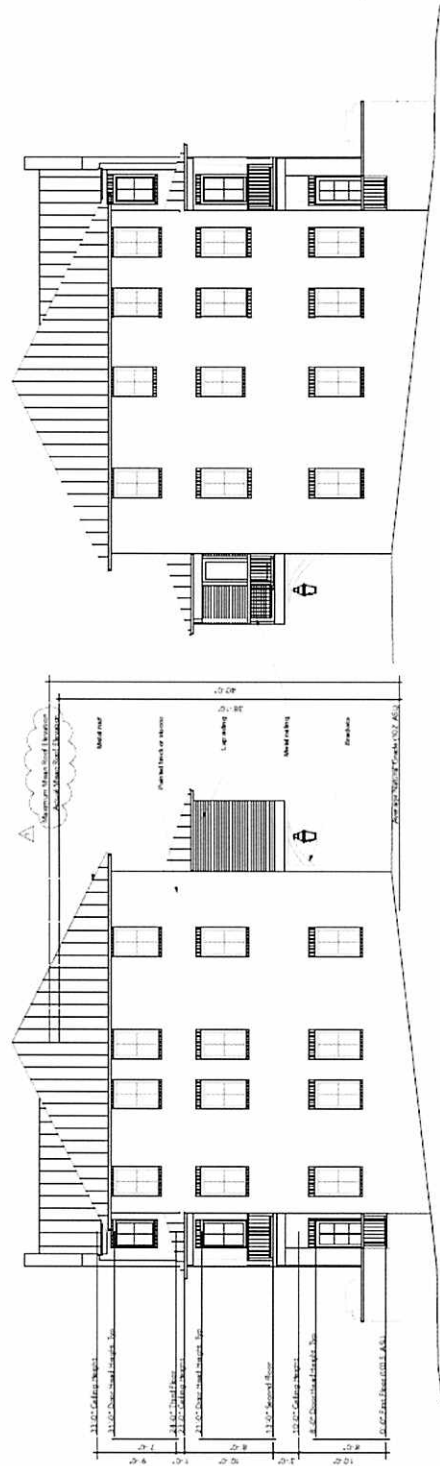


- The Landscaping/Tree protection plan was reviewed and approved by the horticulturalist.
- Waste receptacles will be screened by landscaping
- Greenspace requirements of Article V, Section D.2 of the zoning ordinance are not a component of the MOP regulations and not applicable to subject property.
- Several heritage trees are preserved by the development, including
 - 3 - 42" Oaks
 - 2 -12" Oaks,
 - 1 - 40" Oak
 - 1 - 24" Oak.
- 49.9% of the subject property (combined) is landscaped
- SD 18.30 MOP Case requires submission of a landscape as-built drawing as a condition of approval.

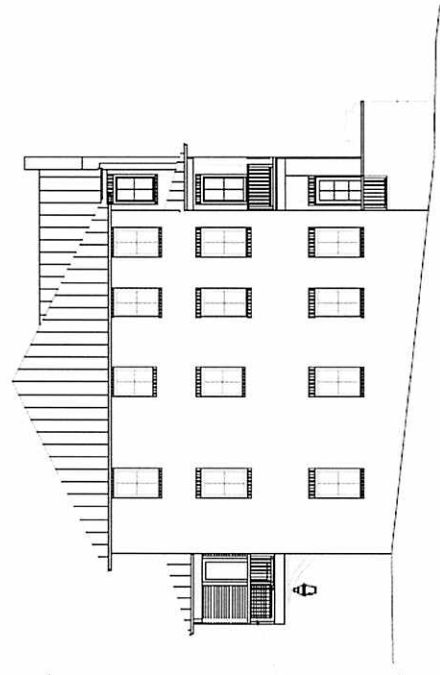
SR 18.05 Reid Mixed Use Development Lot 2 Building Elevations



Mixed Use Development WATER
 Beverly and Jim Reid
 Fairhope, AL
 Magnolia Avenue



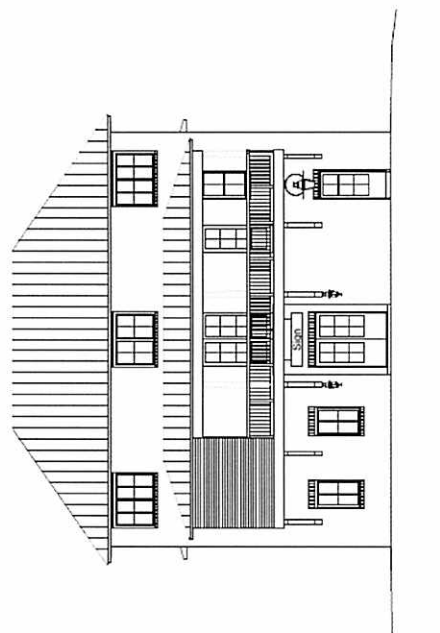
1 - Lot 2, West Elevation
 Scale: 3/8" = 1'-0"



2 - Lot 2, East Elevation
 Scale: 3/8" = 1'-0"



3 - Lot 2, North Elevation
 Scale: 3/8" = 1'-0"



4 - Lot 2, South Elevation
 Scale: 3/8" = 1'-0"

Note: Building heights are indicated on the vertical dimension lines and measured from the average finished ground elevation of the lot.

Project:	Lot 2, SR 18.05
Client:	Beverly and Jim Reid
Location:	Magnolia Avenue, Fairhope, AL
Scale:	3/8" = 1'-0"
Sheet:	A3.2
Revision:	
Drawn by:	
Checked by:	
Approved by:	
Date:	05/15/2014

WATER SHED
 Building Technology
 100 Magnolia Avenue
 Fairhope, AL 36525
 Tel: 904.965.0514
 Fax: 904.965.0514

A3.2
 Lot 2 Elevation

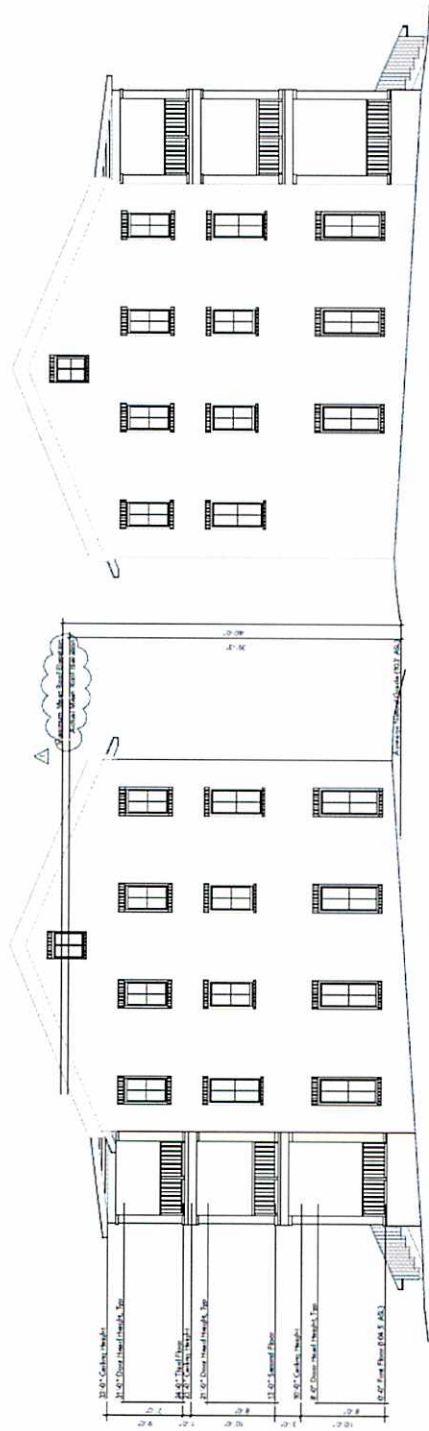
SR 18.05 Reid Mixed Use Development Lot 3 Building Elevations



www.waterrhd.com

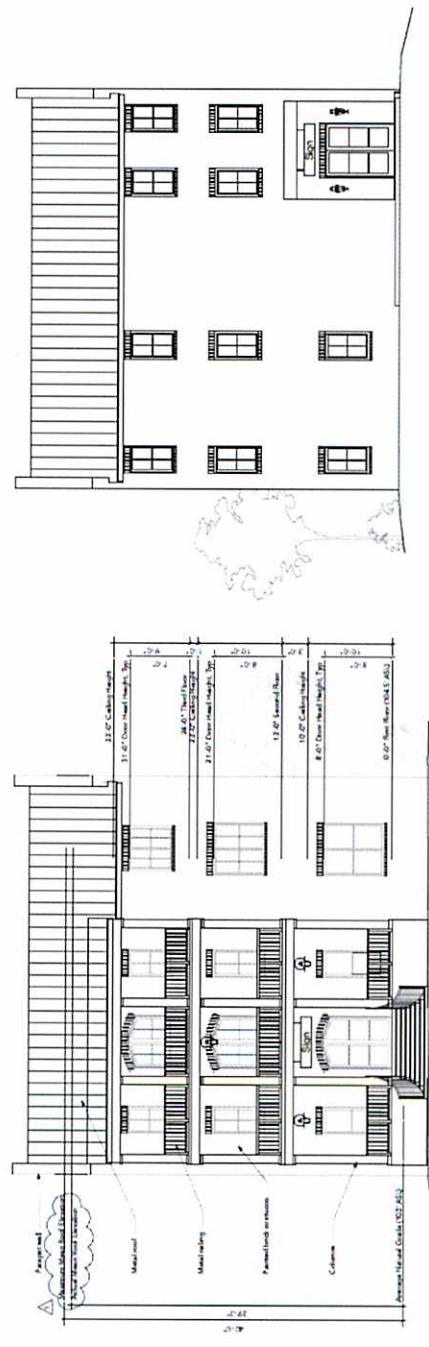
Mixed Use Development
Beverly and Jim Reid
Fahhope, AL

Magnolia Avenue



1 - Lot 3 - West Elevation
Scale: 1/8" = 1'-0"

2 - Lot 3 - East Elevation
Scale: 1/8" = 1'-0"



3 - Lot 3 - North Elevation
Scale: 1/8" = 1'-0"

4 - Lot 3 - South Elevation
Scale: 1/8" = 1'-0"

Project	Mixed Use Development
Client	Beverly and Jim Reid
Location	Fahhope, AL
Architect	SHE D WATER
Scale	1/8" = 1'-0"
Date	10/15/2024
Sheet	A3.3

WATER SHED
Building Sustainability
300 Magnolia Avenue
Fahhope, AL 36822
Phone: 205.338.5834
www.waterrhd.com

A3.3
Lot 3 Elevations

SR 18.05 STAFF RECOMMENDATION

Article II. Section 2. Site Plan

(4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval. VI. However, applicants for rezoning to the village districts may elect to use the special review

- **Subject development is a mixed-use project with more than 33% residential units, with an approximately 35-40' building height and 3 stories allowed by the amended CBD overlay. These features of the development, including its location in the CBD, triggers a site plan review.**
- Staff recommends APPROVAL of Case # SR 18.05 Reid Mixed Use Development

**MEDICAL CLINIC BOARD –
MIDTOWN**

NOMINEE (S)

6-Year Term

ADD_____.

Arthur “Bob” Mannich
Robert “Bob” Gentle
Ben Smith

REAPPOINTMENTS_____.

TREE COMMITTEE

NOMINEE (S)

3-Year Term

APPOINTMENTS _____.

Greg Wittendorfer

REAPPOINTMENTS _____.

The term shall end August 2021.

7/10/18
ZAH

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

PLEASE PRINT CLEARLY

Last Name: WITTENDORFER First Name: GREG

Phone Number: _____ Cell: (251) 680-2941 Email: greg.wittendorfer@gmail.com

Home Address: 23723 MANTROSE WOODS DR.

City: FAIRHOPE State: AL Zip: 36532

Business Address: SAME

City: _____ State: _____ Zip: _____

Name of Board or Committee: TREC Committee

EDUCATIONAL BACKGROUND:

B.S. Degree Forest Management Auburn University 1975

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Registered Forester ALABAMA
Real Estate License

PROFESSIONAL EXPERIENCE:

41 years Forest Management
LAST 32 yrs with AmSouth / Regions Bank Trust Dept.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

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

Signature: [Handwritten Signature]

Date: 7/10/18

You may attach a resume with this application.



CITY OF FAIRHOPE
 P.O. DRAWER 429
 FAIRHOPE, AL 36533
 251/928-2136

AUG 3 '18 AM 8:59 *Jo*

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Xian Chu Ou SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH china

MAILING ADDRESS 121 Spring Dr. Fairhope, AL 36532

HOME # _____ WORK # 251-928-8668

CELL # _____ FAX # 251-928-6778

RESIDENCE ADDRESS 121 Spring Dr. Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 10 NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Wok by d'bay

420 Fairhope Ave, Fairhope, AL 36532

NAME OF CORPORATION Wok by d'bay, inc

BUSINESS LOCATION 420 Fairhope Ave Fairhope

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Fairhope UNDER WHAT NAME Master Joe's

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

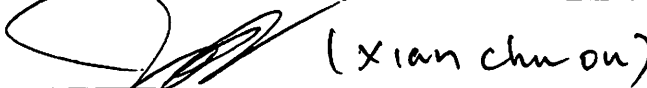
NAME	ADDRESS	PHONE NUMBER

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

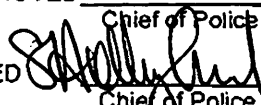
- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

 (Xian Chen)

 SIGNATURE (FULL NAME) 08/01/2018

 DATE

NOT APPROVED _____ DATE _____ Chief of Police	NOT APPROVED BY COUNCIL _____ DATE _____ City Clerk
APPROVED  DATE 8/15/18 Chief of Police	APPROVED BY COUNCIL _____ DATE _____ City Clerk

** The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF FAIRHOPE TO BE A CO-APPLICANT WITH THE BALDWIN COUNTY ECONOMIC DEVELOPMENT FUNDS FOR A DISASTER ASSISTANCE GRANT AND EXECUTION OF NECESSARY ASSURANCES AND OTHER DOCUMENTS FOR FINANCIAL ASSISTANCE FROM THE ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, the City of Fairhope, Alabama supports the HATCH Program, which is a downtown business resource hub for tech entrepreneurs and a program that assists in constructing and operating storefront incubators to encourage growth of local technology-based businesses and links the University of Alabama resources with emerging tech companies across the state; and,

WHEREAS, the Economic Development Administration has made funds available through their Disaster Assistance Grant Program to address economic development diversification needs; and,

WHEREAS, the City of Fairhope, Alabama intends to partner with the Baldwin County Economic Development Alliance, a non-profit, and be a co-applicant to the Economic Development Administration for the 2018 Disaster Assistance Grant Funds; and,

WHEREAS, the Economic Development Administration's 2018 Disaster Assistance requires a twenty percent (20%) cash match, the City of Fairhope, Alabama, as a co-applicant, agrees to pay One Million, Two Hundred and Twenty Thousand dollars (\$1,220,000.00) of the requested Six Million, One Hundred Thousand dollars (\$6,100,000.00).

NOW, THEREFORE, BE IT RESOLVED, that in the event of grant award, the City of Fairhope, Alabama authorizes the Council President to sign all assurances and contracts and to comply with all applicable Federal and State laws, rules and regulations.

ADOPTED THE 27TH DAY OF AUGUST, 2018

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk