

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

MONDAY, 24 SEPTEMBER 2018 – 4:00 P.M. – COUNCIL CHAMBER

1. Discussion of Professional Services for Structural Health of Pecan Building – Richard Johnson
2. Budget Discussions
3. Committee Updates
4. Department Head Updates/Grant Updates

Next Regular Meeting Monday, October 8, 2018 at 4:30 p.m. and Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 24 SEPTEMBER 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 5 September 2018 Special Called City Council meeting, minutes of 10 September 2018 Regular City Council Meeting, minutes of 10 September 2018 Work Session, and minutes of 10 September 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of LA Development, LLC to Planned Unit Development concurrent with annexation into the City of Fairhope. This property is generally located on the north side of County Road 44, approximately 900 linear feet west of State Highway 181, Fairhope, Alabama. A Portion of PPIN #362500, 362501, 362502, 362503, 362504, 362505, 362506, and 77747. Twin Beech Estates PUD.
6. Resolution – That the City of Fairhope adopts the entirety of 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations as the governing document for the Financial and Program Management (Compliance) of all RESTORE Act of 2012 Grants received by the City of Fairhope; that 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations is hierarchal to Municipal and State Procurement Laws, Regulations and Policies and the stricter of the three shall govern with no exception; and that City Treasurer, Finance Director, and Purchasing Manager, in conjunction with the selected Grant Administrator, shall produce and have adopted written policies to insure complete compliance with 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations.
7. Resolution – That the City of Fairhope authorizes the formation of a Selection Committee that will be responsible for ensuring that the laws, rules and regulations applicable to the RESTORE Act of 2012 will be followed in the selection and award of contractors to be paid with RESTORE Act Grant Funds; that the Selection Committee for the RESTORE Act of 2012 Grant Project Contracts will be comprised of the Mayor of Fairhope, a City of Fairhope Council Member, the Public Works Director, the Planning and Development Director, the Operations Director, and the Economic and Community Development Director; and that the Selection Committee will present recommendations for the award of all contracts to be paid for with RESTORE Act Grant Funds to the City Council at regularly scheduled Council Meetings and all contract awards will be made by the Mayor and City Council.

8. Resolution – That the City of Fairhope has adopted a Policy regarding Standards of Conduct that complies with the applicable laws, rules and regulations that apply to the RESTORE Act Funds; and that a copy of this policy is attached to this Resolution, will be kept on file at the Fairhope City Hall and will be available for review by the public as requested.
9. Resolution – That That the City of Fairhope is authorized to enter into a partnership with the Fairhope Yacht Club for the dredging of the Channel leading to Fly Creek Harbor with a fifty/fifty match; the City will let bids for the Project; and for the Mayor to execute a Partnership Agreement.
10. Resolution – That Mayor Karin Wilson is hereby authorized to execute Extension No. 2 of the Contract with SiteOne Landscaping Supply for Perennial Rye Grass Three-Way Blend See for Sports Fields (Bid Number 033-16) for an additional one year as per the terms and conditions of the original contract. The approximate annual cost will be \$25,000.00.
11. Resolution – To Procure Fitness Equipment for the Recreation Center (Rebid No. 024-18); 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 \$54,348.00.
12. Resolution – To Award RFQ for the Bayview Avenue Sewer Main Repair Asphalt Paving for the Sewer Department to Ammons & Blackmon Construction, LLC with a total cost of \$29,200.35.
13. Resolution – That the Governing Body of the City of Fairhope finds that the Eastern Shore Repertory Theatre, Inc. serves a vital public purpose and benefit for the Fairhope Community. As such, the City of Council authorizes Councilmember Robert Brown to negotiate and execute a contract for the use and installation of all necessary barricades for use at Henry George Park in exchange for the services it provides and continues to provide to the Fairhope Community. The production of ‘Matilda’ (tentatively) is scheduled from April 28, 2019 to May 5, 2019.
14. Resolution – That the City of Fairhope approves the request from the Baldwin County Home Builders Association to place tasteful directional signs to assist the public in finding the homes they wish to view during their annual Parade of Homes scheduled for two weekends: September 29, 2018 and September 30, 2018; and October 6, 2018 and October 7, 2018. These signs are not allowed to be placed in the City of Fairhope’s flower beds.
15. Resolution – That the City of Fairhope has voted to procure A/C Unit for Boys and Girls Club Gym; and the unit is available for direct procurement through the U. S. Communities Government Purchasing Alliance; and therefore, does not have to be let out for bid. This has been nationally bid through the U. S. Communities’ bid process. The cost will be \$8,736.00 and it is not a budgeted item.
16. Resolution – That the City Council hereby stays the termination of the contract with Utility Service Company, Inc. at this time, leaves the notice of termination in place, and amends the contract to increase the amount of liquidated damages in the amount to be negotiated by the Engineer of Record.

17. Request – Amanda Bacon, FurrEver Homes Animal Rescue – Requesting permission to close the streets in downtown Fairhope on October 25, 2018, from 4:00 p.m. to 8:00 p.m. for the Fairhope Witches Ride to raise money for FurrEver Homes Animal Rescue, a 501(c)(3) Corporation.
18. Request – Ted and Rene Mashburn – Requesting permission to close Atkinson Lane on Saturday, October 13, 2018 from 7:00 a.m. to midnight from the corner of Atkinson Lane at North Summit Street and continue for 250 feet between Carlton, Allen, and Mashburn residences. No other properties will be affected by the closure as there are two other exits on the street (Boise Lane and Bayview). This is for a neighborhood social to held at 6:00 p.m. to 10:00 p.m.
19. Public Participation – (3 minutes maximum)
20. Adjourn

**City Council Work Session - 4:00 p.m.
on Monday, September 24, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, September 24, 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, October 8, 2018 - Same Time and Place

5 September 2018

NOTICE AND CALL OF SPECIAL MEETING

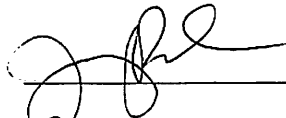
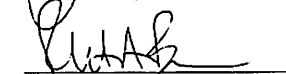
Notice is hereby given of a special meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Wednesday, 5 September 2018, at 12:00 p.m., for the purpose to:

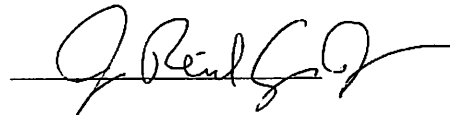
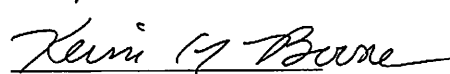
- ❖ Resolution to authorize Council President Jack Burrell, on behalf of the City of Fairhope, to execute a Real Estate Purchase Agreement for properties owned by the Baldwin County Board of Education.


Jack Burrell, Council President

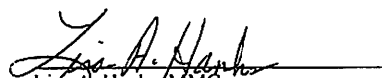
CONSENT TO HOLDING OF MEETING

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

Attest:


Lisa A. Hanks, MMC
City Clerk

5 September 2018

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in Special Session at 12:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, 5 September 2018.

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

There being a quorum present, Council President Jack Burrell called the meeting to order at 12:00 p.m. and explained that the main reason we are here is to discuss and approve the purchase of property from Baldwin County Board of Education. He said there will be public comments with a limit of three minutes each. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited.

The following individuals spoke during Public Participation:

- 1) Bob Riggs, 114 Chestnut Ridge, addressed the City Council and said there are three things needed to be done: (1) must buy the K-1 property now; (2) must keep it as a public purpose and serve community; and (3) must carefully examine it to best serve the community. He said we need to at least save the façade to preserve its history.
- 2) Dean Mosher, 456 Oak Avenue, addressed the City Council and agreed it needs to be owned by the City; and there needs to be public debate by citizens. Mr. Mosher stated he met with developer Mike Maroney; and said he did this on his own. He said this would not cost the City any money.
- 3) Richard Patterson, 104 Oak Bend Court, addressed the City Council and echoed what Mr. Riggs and Mr. Mosher said. We need the best use for the property; and possibly similar to the Fairhope Inn. He suggested a small taskforce to decide its use.
- 4) Tony Pritchett, 9 Viale Trentino, addressed the City Council and thanked the City Council for seeking to purchase this property; and having meetings with citizens. Mr. Pritchett said that Mr. Mosher stated he was not involved in the K-1 Center, but just said he met with a developer regarding same.

Mr. Pritchett said he called the Mayor's office to request to be present at the meeting; and was told the meeting was cancelled; and had e-mailed the Mayor several times with no response. Mr. Pritchett said he took offense that the Mayor did not return his call or was not able to attend the meeting. Mr. Pritchett then told the City Council he now understands what they have been going through. Mayor Wilson replied that she was sick last week and could not attend the meeting.

5 September 2018

- 5) Kim Kellen, 3 Victorian Drive, addressed the City Council and commented he would like the property to be used for a Center of Learning. The purchase will help the partnership between the City and the Baldwin County Board of Education not go away. He said this property should be used for early learning, center for learning and development, and a Performing Arts Center.
- 6) Eric Solorzano, 256 Liberty, addressed the City Council and suggested arts and crafts and a visual arts center for the property. He commented "I am broke and poor, but would give money to help build.
- 7) Vickie Bailey, 167 Hawthorne Circle, addressed the City Council and thanked them for their efforts to purchase the K-1 Center. She mentioned being one of its principals and only wants what is done with the property to be in the best interest for the children. Ms. Bailey said if you do that the return will be ten-fold.
- 8) Pat Carlton, 111 Cross Creek, addressed the City Council and commented she was the last principal at the K-1 Center. She requested the City Council to do something with the property for our children.
- 9) Kacie Hardman, Director of Pelican's Nest, addressed the City Council and stated she has seen what education can do on this site: Charlene Dindo and education awards, national standards; and we are standing out. STEAM is the gap that has been missing; and gives ownership of how students will see the world. She said STEAM and the outside environment help students. It is the hope for education and hope for our future.
- 10) Rebecca Bryant, 519 Equality, addressed the City Council and stated she moved here for quality of life and education. The Civic Center is the Center of Fairhope; and this property should be a shared community space. She said we are not maximizing on our return, but on our community. Ms. Bryant suggested an arts and learning center.
- 11) Tom Green, 114 Club Drive, addressed the City Council and agreed we need to buy the property.
- 12) Chris Spinks, 361 North Summit, addressed the City Council and said he appreciated the Council and Mayor. He encouraged the City to purchase the property.
- 13) Cassandra Jones, 211 Jeff Davis Street, addressed the City Council and said that her husband's mother went to this school and she also went to this school. Ms. Jones said the property is part of our history.
- 14) Stephanie Reeves, 105 Ashley Drive, addressed the City Council and said that her child went to the K-1 Center; and when it was opened the business impact was huge. She said it is a sense of community. The students who attended this school went on field trips to the Bay, to Pelican's Nest, to visit businesses, City Hall, Fairhope Police Department, etc. She said we need to keep it as some type of education institution; an environment for learning.
- 15) Amy Foley, 301 South Drive, addressed the City Council and said she echoed everyone. Mr. Foley said please preserve education in Fairhope.
- 16) William Holcombe, 19424 Fairfax, addressed the City Council and told them to take the K-1 Center; and show the company other property to develop.

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Mayor Wilson thanked all employees for the last day and a half during the Hurricane event; and said we focused on the storm as if it was a Category 5.

Mayor Wilson said she is a strong proponent for the City owning the K-1 Center; and said there has been no public input before or after this vote. She commented how will we proceed for the best of the City. Mayor Wilson gave the audience her cell phone number and her e-mail address for public input. She asked them to share ideas with the City Council. Mayor Wilson said if contacted by developers they are sent to the Planning Department. She said if you hear rumors to please contact her; and it is important that you have a say for one of the most important assets for the City. Mayor Wilson also commented that there is a conceptual vision for the Triangle that was presented by the Planning Director during one of the Directors Roundtables. Mayor Wilson stated that as a business person, citizen, and Mayor she supports FEEF, HATCH, and economic development; and we need to respect each other's opinions.

Councilmember Robinson stated this should be a very happy occasion with an opportunity to preserve the history and provide learning for our children. He said an Education System downtown is best for the City; and commented there are no plans at this time. Councilmember Robinson said his vision is an education center; and the best interest for the City does not always mean the best financially. He said this is a great opportunity; and told the audience this is not just purchasing the K-1 Center, but also the Nix Center and Fairhoper's Community Park. He commented this is a tremendous win.

Councilmember Conyers stated he echoed what Councilmember Robinson said; and this is a long-term impact for our City. The property already has Pelican's Nest on it; and FEEF's STEAM along with the HATCH Incubator will help for grants. He said the Hatch grant will fund and help to renovate the K-1 Center; and said this is a no brainer. The Center could help K-12, College, and Entrepreneurial opportunities. Councilmember Conyers said his vision for the property is a Performing Arts Center.

Councilmember Brown stated his vision is for the FEEF STEAM Center. He said this rebuilds our relationship with the Baldwin County Board of Education.

Councilmember Boone said we have been looking at this for a couple of years; and commented he went to the K-1 Center and has pleasant memories. He said this is the best buy for the City.

5 September 2018

Council President Burrell said Mayor Wilson accused him of not being transparent. He then went through the following timeline for the purchase agreement:

- 1) February 15, 2018 – Council authorized to negotiate with BCBE;
- 2) August 23, 2018 – Mayor and Staff member were briefed by Lee Lawson with Baldwin County Economic Development Alliance and myself;
- 3) August 27, 2017 – Resolution for HATCH Grant application was approved; and under his Council Comments it was mentioned. Also, on television and radio station the purchase was announced;
- 4) August 31, 2018 – Called Special Meeting for September 4, 2018 and on Friday afternoon heard from City Clerk Lisa Hanks that other departments were added to the Budget Meeting;
- 5) Meeting for today is for the purchase of the property only.

Council President Burrell announced the following ideas for his vision of the K-1 Center:

- 1) HATCH must be there if the Grant is awarded;
- 2) Coastal Alabama South Wing and move out of the Fairhope Public Library;
- 3) AMEA Solar Farm for green energy;
- 4) Old gymnasium for a Performing Arts Center;
- 5) Public and Private partnership to build Performing Arts Center

Council President Burrell handed out the attached questions to Mayor Wilson and the media. He said the Mayor has been lobbying for a “Boutique Hotel” and a staff member mentioned a “Boutique Hotel” during one meeting. He said we need to make sure we get answers if staff members are lobbying purchase of land held by the City of Fairhope.

Council President Burrell briefly explained the Purchase Agreement between the City of Fairhope and the Baldwin County Board of Education. He said there is three parcels of land: K-1 Center, Fairhoper’s Community Park, and James P. Nix Center. The City would pay \$2.5 million down and \$1.5 million over five years (\$300,000.00 annually). He said the 13(d) needs to be stricken from the agreement per City Attorney McDowell.

Council President Burrell thanked Councilmember Conyers for helping with the agreement, Councilmember Robinson for looking over the agreement, City Attorney McDowell for reviewing on the City’s behalf, Lee Lawson with BCEDA for HATCH and the potential grant, and the Baldwin County School Board for their willingness to negotiate with the City of Fairhope.

Council President Burrell read the resolution in its entirety.

5 September 2018

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Council President Jack Burrell, on behalf of the City of Fairhope, is hereby authorized to execute a Real Estate Purchase Agreement for properties owned by the Baldwin County Board of Education. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3166-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Council President Jack Burrell, on behalf of the City of Fairhope, is hereby authorized to execute a Real Estate Purchase Agreement for properties owned by the Baldwin County Board of Education.

Adopted this 5th day of September, 2018

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 1:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Questions for the Mayor:

1. In the letter you released over the holiday were you trying to impede the council's efforts to purchase this property? Did you write the letter, or were city resources used to write the letter?
2. Which, if any, private citizens and staff have you used to market properties owned by the city of Fairhope, specifically the property known as the Triangle, the Civic Center, and property under consideration to be purchased by the City of Fairhope, namely the property known as the K-1 Center? What has been your involvement?
3. Are city staff and city resources being used outside their job descriptions or stated purposes? It is noted that a city staffer mentioned a "boutique hotel" during the council meeting held on August 23rd. That did not escape the Council's attention.
4. Did you and a city staffer not mention, almost lobbying, to place a hotel on the K-1 property to myself and the representative from BCEDA in the meeting held in your office on August 23rd?

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, 10 September 2018.

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

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

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

Finance Director, Jill Cabaniss provided the answer of \$4.3 mil and projected \$7.9 mil respectively. Councilmember Conyers did not foresee the need of long-term bonds to fund this 5-year capital spending plan; Mayor Wilson concurred.

Councilmember Conyers asked Mayor Wilson for the timeframe on receiving the BP funding. Mayor Wilson replied that bucket one money should hopefully be received by the end of 2018, bucket three money hopefully by next spring; it is still at the Treasury department level awaiting spending approval.

Mayor Wilson addressed the need to update the City's current Compensation Study.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:57 p.m.

Jay Robinson
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

Teachers

“Teachers” represents the total number of state funded teaching units calculated at each school in your system. This number of teacher units is determined by dividing the ADM in each grade at each school by the “grade divisor” (see below). A sum is derived from all grades in each school. Grade divisors are approved annually by the State Board of Education to be used in the calculation of state calculated teaching units. The current “divisors” are as follows:

$$\begin{aligned} \text{K-3} &= 14.25 \\ \text{4-6} &= 21.85 \\ \text{7-8} &= 20.20 \\ \text{9-12} &= 18.45 \end{aligned}$$

The grade divisors include an adjustment for weighting special education and career technical education to reflect increased programmatic costs. The adjustment for special education reflects 5% ADM weighted 2.50. The adjustment for career technical education reflects 7.4% ADM weighted 1.40 in grades seven and eight and 16.5% ADM weighted 2.0 in grades nine through twelve.

Student Summary Count as of 9/10/2018

Fairhope Intermediate - 2018-19

Group By: Homeroom

Ethnicity Summary

	White			Native Hawaiian or Other Pacific Islander			Asian			Black/African American			Is Hispanic			American Indian/Alaskan Native			Total		
	M	F	Tot	M	F	Tot	M	F	Tot	M	F	Tot	M	F	Tot	M	F	Tot	M	F	Tot
0101-T. Weaver	10	10	20	0	0	0	0	1	1	0	2	2	0	1	1	0	0	0	10	14	24
0102-L.Washington	11	11	22	0	0	0	0	1	1	2	1	3	0	0	0	0	0	0	13	13	26
0104-S.Mitchell	11	6	17	0	0	0	0	0	0	1	2	3	2	2	4	0	0	0	14	10	24
0105-J. Cox	13	10	23	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	13	11	24
0106-B. Kirtland	10	8	18	0	0	0	0	0	0	1	2	3	1	3	4	0	0	0	12	13	25
0107-B. Jennings	11	12	23	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	11	13	24
0108-R. Farmer	13	7	20	0	0	0	0	1	1	1	1	2	0	1	1	0	0	0	14	10	24
0110-T. Jackson	11	7	18	0	0	0	0	1	1	3	1	4	0	0	0	0	0	0	14	9	23
0112-A. Semmes	10	10	20	0	0	0	0	0	0	1	3	4	0	0	0	0	0	0	11	13	24
0114-M. Lauber	10	11	21	0	0	0	0	0	0	1	1	2	1	0	1	0	0	0	12	12	24
0116-T. Dutton	9	13	22	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	10	13	23
0117-S. Little	9	11	20	0	0	0	0	0	0	2	0	2	2	0	2	0	0	0	13	11	24
0120-M.A. Garner	10	13	23	0	0	0	0	0	0	1	2	3	1	0	1	0	0	0	12	15	27
0122-J. Bartoszewicz	11	11	22	0	0	0	0	0	0	1	3	4	2	1	3	0	0	0	14	15	29
0124-H. Alman	12	11	23	0	0	0	1	0	1	1	2	3	1	1	2	0	0	0	15	14	29
0126-J. Anderson	14	11	25	0	0	0	0	0	0	1	2	3	1	0	1	0	0	0	16	13	29

Student Summary Count as of 9/10/2018

Fairhope Intermediate - 2018-19

Group By: Homeroom

0128- J.Caswell	12	13	25	0	0	0	1	0	1	1	1	2	0	0	0	0	0	0	0	0	0	0	0	14	14	28
0129- H. Atwood	12	11	23	0	0	0	1	0	1	1	2	3	1	0	1	0	0	0	0	0	0	0	15	13	28	
0130- P. Gilheart	13	10	23	0	0	0	0	0	0	1	3	4	2	0	2	0	0	0	0	0	0	0	16	13	29	
0132-J. Wilcoxon	10	9	19	0	0	0	0	1	1	2	4	6	2	1	3	0	0	0	0	0	0	0	14	15	29	
0134-A. Smith	12	11	23	0	0	0	0	0	0	1	1	2	4	0	4	0	0	0	0	0	0	0	17	12	29	
0136-K. Theis	12	11	23	0	0	0	0	0	0	3	1	4	0	2	2	0	0	0	0	0	0	0	15	14	29	
0138-A. Thompson	11	11	22	0	0	0	0	0	0	1	1	2	3	1	4	0	0	0	0	0	0	0	15	13	28	
0201- Tiffany Mulback	12	10	22	0	0	0	1	1	2	0	2	2	1	1	2	0	0	0	0	0	0	0	14	14	28	
0203- A. Koert	10	12	22	0	0	0	0	0	0	3	1	4	0	1	1	0	0	0	0	0	0	0	13	14	27	
0204- C.Dube	12	9	21	0	0	0	0	0	0	1	3	4	0	2	2	0	0	0	0	0	0	0	13	14	27	
0205-T. Lees	12	11	23	0	0	0	0	0	0	1	1	2	1	1	2	0	0	0	0	0	0	0	14	13	27	
0210- V.French	12	12	24	0	0	0	0	0	0	1	1	2	1	0	1	0	0	0	0	0	0	0	14	13	27	
0211- H.Jones	8	16	24	0	0	0	0	0	0	2	0	2	1	0	1	0	0	0	0	0	0	0	11	16	27	
0212-S. Brown	10	12	22	0	0	0	0	0	0	2	2	4	1	0	1	0	0	0	0	0	0	0	13	14	27	
0213- K. Vannoy	7	13	20	0	1	1	1	0	1	1	2	3	1	1	2	1	0	1	0	1	0	1	11	17	28	
0214-C. Henson	12	14	26	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	13	14	27	
0215- A. Robinson	13	11	24	0	0	0	0	0	0	0	1	1	0	1	1	0	1	1	0	1	1	0	13	14	27	
Total	365	358	723	0	1	1	5	6	11	39	50	89	29	20	49	1	1	2	1	1	1	2	439	436	875	

FAIRHOPE UTILITIES
5 year
CAPITAL SPENDING PLAN

OVERVIEW per UTILITY

- WASTEWATER TRANSMISSION and REHABILITATION \$ 6,855,000
- WATER SUPPLY AND TRANSMISSION \$ 6,230,000
- GAS MODELING AND CAST IRON REPLACEMENT \$ 5,000,000
- ELECTRIC SUBSTATION UPGRADES \$11,500,000
- FACILITY UPGRADE @ PECAN STREET BUILDING \$ 2,000,000
- **TOTAL 5 YEAR COMMITMENT \$31,215,000**

WASTEWATER PROJECTS and COSTS

PHASE I

October 2018 thru December 2019

- CHURCH STREET OUTFALL
- Transmission upgrade form the WWTP to Church St. and Fels Ave. \$ 550,000 (Sewer)
- \$ 2,000,000 (Streets, Drainage & Misc. Utilities)

- BAYOU DRIVE, FAIRWOOD BLVD and FAIRHOPE AVE. OUTFALL \$ 1,000,000 (Sewer w/ Plant Extensions to Headworks)
- \$ 750,000 (Streets, Drainage & Misc. Utilities)

- FELS AVENUE and MOBILE STREET LIFT STATION \$ 275,000 (Lift Station Including Standard Specs.)
- \$ 50,000 (Reroute Eastern Shore Trail & Landscape)

- MAPPING UPGRADES and UPDATES to PROVIDE ASSET ATTRIBUTES and Maintenance) \$ 75,000 (Future Modeling and In-House Capability for Updates

- GRAND HOTEL AREA ASSESSMENT \$ 35,000 (Assess Grand Hotel, County Road 1 and Lakewood
Collection Area for I & I)

- **TOTAL WASTEWATER IMPROVEMENTS (PHASE I)** **\$ 1,935,000 (Sewer); \$4,685,000 (Total)**

WASTEWATER PROJECTS and COSTS PHASE II October 2019 thru September 2020

• SOUTH SECTION LIFT STATION & FORCE MAIN	\$ 1,250,000
• 1. New Lift Station South of Public Works	
• 2. New Force Main to Church and Fels Ave.	
• FAIRHOPE AVENUE FORCE MAIN EXT.	\$ 750,000
• 1. Force Main From Ingleside @ Fairhope Ave to Hwy 181	
• 2. Force Main From Fairhope Avenue @ C.R.13 to HWY 104	
TOTAL WASTEWATER IMPROVEMENTS (PHASE II)	\$ 2,000,000

WASTEWATER PROJECTS and COSTS

PHASE III

June 2020 thru October 2021

- NORTH SECTION STREET LIFT STATION \$ 450,000
 - 1. Upgrade pump capacity and Wet Well Volume
 - 2. New Force Main from Lift Station to Outfall @ Bayou Drive

- MISC. LIFT STATION UPGRADES \$ 1,000,000
 - 1. Thompson Hall LS, Grand Hotel LS, Rohr, Quail Creek 1

- MISC. FORCE MAIN EXTENSIONS \$ 750,000
 - CR 48, Hwy. 181, Lawrence Road

- CONTINGENCIES \$ 500,000

- **TOTAL WASTEWATER IMPROVEMENTS (PHASE III) \$ 2,700,000**

WASTEWATER IMPROVEMENT SUMMARY

• PHASE I	\$ 1,935,000
• PHASE II	\$ 2,000,000
• PHASE III	\$ 2,700,000
• MISC. UPGRADES	\$ 220,000
• TOTAL ALL IMPROVEMENTS	\$ 6,855,000

WATER PROJECTS

OCTOBER 2018 THRU MAY 2022

• COMPLETE MAPPING UDATES AND MODEL WATER SYSTEM	\$ 75,000
• COMPLETE AQUIFER ANALYSIS for WELL FIELD CAPACITY	\$ 25,000
• WATER TRANSMISSION SYSTEM IMPROVEMENTS	\$ 1,500,000
• WATER PRODUCTION FACILITY	\$ 3,250,000
• COMPLETE FAIRHOPE AVE. TANK PAINTING PROJECT	\$ 1,000,000
• CONTINGENCIES	\$ 380,000
• TOTAL WATER IMPROVEMENTS	\$ 6,230,000

GAS SYSTEM PROJECTS and COSTS OCTOBER 2018 THRU OCTOBER 2023

• MAPPING UPDATES, MODELING and CLASS LOCATION ANALYSIS (YEAR 1)	\$ 75,000
• CAST IRON REPLACEMENT (YEAR 2)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 3)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 4)	\$ 1,000,000
• CAST IRON REPLACEMENT (YEAR 5)	\$ 1,000,000
• SYSTEM IMPROVEMENTS; CAPACITY RELATED (YEAR 2)	\$ 250,000
• SYSTEM IMPROVEMENTS; DISTRIBUTION INTEGRITY RELATED (YEAR 2 AND 3)	\$ 675,000
• TOTAL GAS IMPROVEMENTS	\$ 5,000,000

ELECTRIC PROJECT and COSTS OCTOBER 2018 THRU SEPTEMBER 2021

- **ELECTRIC SUBSTATION UPGRADES**
- NEW SUBSTATION (NICHOLS AVENUE AND CHURCH STREET REPLACEMENT)
- DISTRIBUTION LINE MODIFICATIONS
- TWIN BEECH TRANSMISSION SUBSTATION UPGRADES
- FAIRHOPE AVENUE SUBSTATION UPGRADES
- VOLANTA AVENUE SUBSTATION UPGRADES
- **CASH FLOW REQUIREMENTS**
- FISCAL YEAR 2018 – 2019 \$ 1,500,000
- FISCAL YEAR 2019 – 2020 \$ 6,500,000
- FISCAL YEAR 2020 – 2021 \$ 1,250,000
- RELOCATION OF FAIHOPE AVENUE SUBSTATION (AT COUNCIL’S DISCRETION) \$ 1,000,000

- **TOTAL ELECTRIC IMPROVEMENTS (SUBSTATIONS) \$ 10,250,000**
- **MISC. IMPROVEMENTS, POLE REPLACEMENT CIRCUIT UPGRADES \$ 1,250,000**
- **TOTAL ELECTRIC IMPROVEMENTS AND UPGRADES (5 YEAR PLAN) \$ 11,500,000**

CASH FLOW REQUIREMENT ALL UTILITIES

• FISCAL YEAR 2018 – 2019	\$ 3,675,000
• WASTEWATER	\$ 1,500,000
• WATER	\$ 100,000
• GAS	\$ 575,000
• ELECTRIC	\$ 1,500,000
• FISCAL YEAR 2019 – 2020	\$ 12,175,000
• WASTEWATER	\$ 2,500,000
• WATER	\$ 1,750,000
• GAS	\$ 1,425,000
• ELECTRIC	\$ 6,500,000
• FISCAL YEAR 2020 – 2021	\$ 7,500,000
• WASTEWATER	\$ 1,750,000
• WATER	\$ 2,500,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 2,250,000
• FISCAL YEAR 2021 – 2022	\$ 3,635,000
• WASTEWATER	\$ 570,000
• WATER	\$ 1,500,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 750,000
• FISCAL YEAR 2022 – 2023	\$ 2,230,000
• WASTEWATER	\$ 535,000
• WATER	\$ 380,000
• GAS	\$ 1,000,000
• ELECTRIC	\$ 500,000

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, 10 September 2018.

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

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

Jay Robinson,
Council President Pro Tempore

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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

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

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

The property of LA Development, LLC generally located on the north side of County Road 44, approximately 900 linear feet west of State Hwy. 181, Fairhope, Alabama.

Twin Beech Estates PUD

PPIN #: 362500, 362501, 362502, 362503, 362504, 362505, 362506, and 77747

Legal Description: (Case number ZC 18.02)

FROM THE SOUTHEAST CORNER OF SECTION 22 RUN NORTH 40 FEET AND N 89°55' W, 519 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN LEASED; THENCE N 89°55' W, 796.4 FEET TO A POINT 40 FEET NORTH OF SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE ¼) OF SOUTHEAST QUARTER (SE ¼); THENCE NORTH 1283.5 FEET TO NORTHWEST CORNER OF SE ¼ OF SE ¼; THENCE S 89°46' E, 705.4 FEET ALONG THE NORTH LINE OF SAID SE ¼ OF SE ¼; THENCE SOUTH 378 FEET, THENCE S 89°46' E, 90 FEET AND THENCE SOUTH 903.2 FEET TO BEGINNING. PROPERTY IS OF THE LAND OF THE FAIRHOPE SINGLE TAX CORPORATION IN THE TOWN OF FAIRHOPE, ALABAMA, AS PER ITS PLAT THEREOF FILED FOR RECORD SEPTEMBER 13, 1911, SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

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

Lots: There shall be 72 lots.

Use: Lots shall be single family residential.

Ordinance No. _____

Page -2-

Setbacks: Front – 20’, Rear – 15’, and Side – 6’.

Lot Coverage: Maximum lot coverage for the principal structure shall be 55% and an accessory shall be no more than 25% of the “required” rear yard.

Building Height: Maximum building height shall be 30’.

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

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

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

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

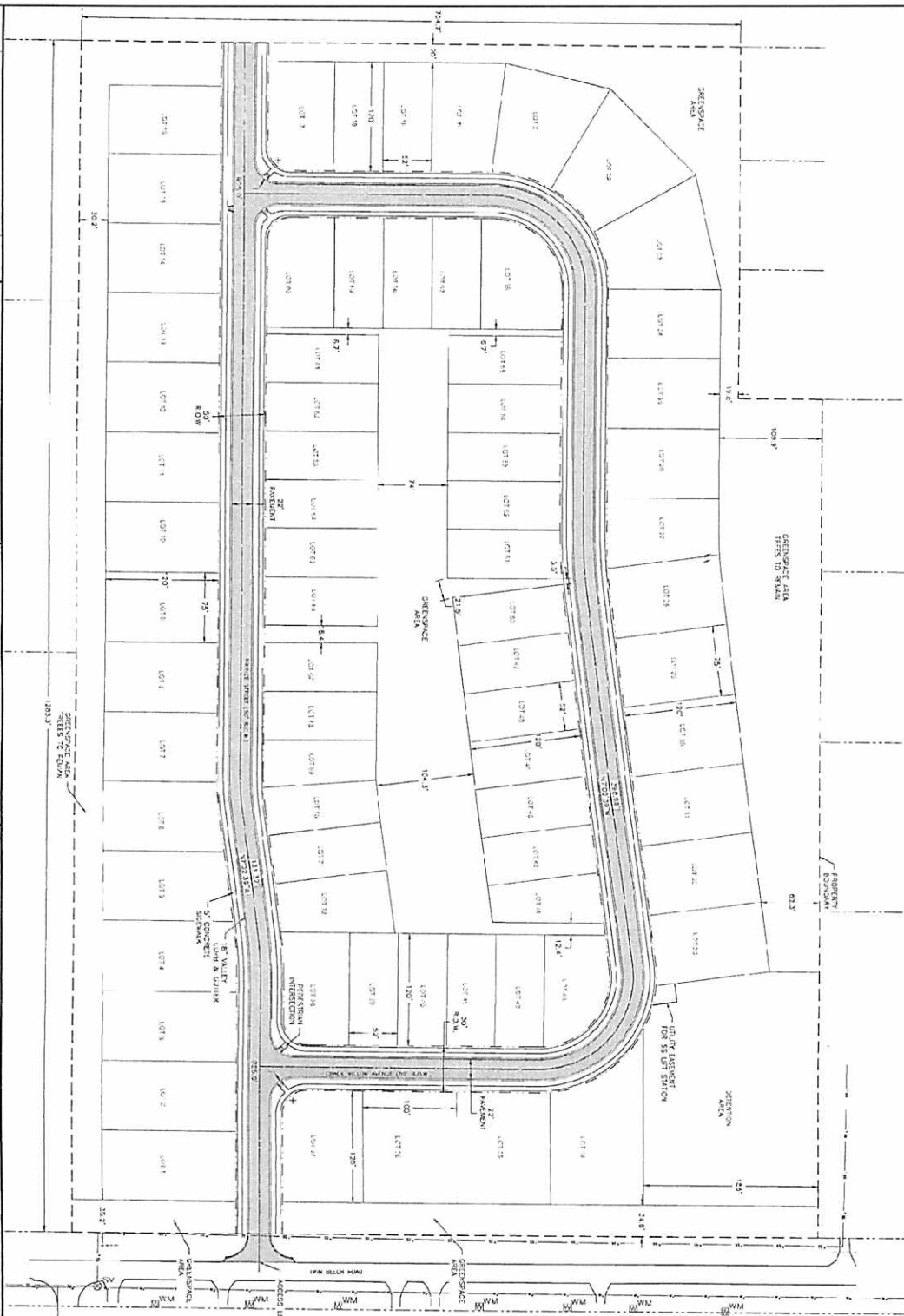
ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Exhibit A



SITE DATA TABLE	
DATE	3/24/2018
PROJECT NAME	TWIN BEECH ESTATES, A PUD
OWNER	LA DEVELOPMENT, LLC
DESIGNER	SAWGRASS CONSULTING, LLC
SCALE	1" = 40'
DATE	MAY, 2018
DESIGNED BY	DC
CHECKED BY	DC
DRAWN BY	DC
DATE	MAY, 2018
PROJECT NO.	18-001
SCALE	1" = 40'
DATE	MAY, 2018
DESIGNED BY	DC
CHECKED BY	DC
DRAWN BY	DC
DATE	MAY, 2018
PROJECT NO.	18-001

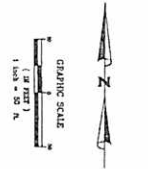
HATCH LEGEND

- PROPOSED ASPHALT DRIVEWAY
- PROPOSED CONCRETE DRIVEWAY

SITE PLAN LEGEND

- PROPERTY LINE

OWNER/DESIGNER
 2048 GARDEN BRIDGE, SUITE D
 ENGINEERING, LLC
 1000 N. GARDEN BRIDGE, SUITE D
 ANAHEIM, CA 92805
ENGINEER
 1000 N. GARDEN BRIDGE, SUITE D
 ANAHEIM, CA 92805
SURVEYOR
 1000 N. GARDEN BRIDGE, SUITE D
 ANAHEIM, CA 92805
UTILITY PROVIDERS
 WATER - CITY OF PASADENA
 POWER - PASADENA PD&L



NUMBER	REVISION	DATE

Sawgrass
CONSULTING, LLC
ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT
1110 S. ZEPHYRUS BL. SUITE 100, ANAHEIM, CA 92805
TEL: 714.944.1234 FAX: 714.944.1235
WWW.SAWGRASSCONSULTING.COM

OVERALL SITE PLAN
 TWIN BEECH ESTATES, A PUD
 LA DEVELOPMENT, LLC

SCALE	DATE
1" = 40'	MAY, 2018
DESIGNED BY	DC
CHECKED BY	DC
DRAWN BY	DC
DATE	MAY, 2018
PROJECT NO.	18-001



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

[] This petition is for R-1 Zoning

[X] The condition of the Petition is that zoning be established as PUD Concurrent with Annexation. (Zoning Request)

Is this property colony property Yes No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner

Ercil E. Godwin FOR LA DEVELOPMENT, LLC
Print petitioner's name

Signature of Petitioner

Jennifer Evans Sanford as office manager of FSTC only
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: TWIN BEECH RD, FAIRHOPE, AL 36532

Petitioner's Current Physical Address: 20858 COUNTY RD 13, SUITE D FAIRHOPE, AL 36532

Petitioner's Current Mailing Address: 20858 COUNTY RD 13, SUITE D FAIRHOPE, AL 36532

Telephone Number(s): 251-583-3221 Home Work

County Tax Parcel Number: 05-46-05-22-0-000-001.572, -.835, -.836, -.837, -.838, -.839, -.840, -.841

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 22.6 +/- AC
- If property is occupied, give number of housing units N/A
- Number of Persons residing in each unit, and their race N/A
- If property is unoccupied, give proposed use SUBDIVISION
- If property is being developed as a subdivision, give subdivision name
TWIN BEECH ESTATES
- Number of lots within proposed subdivision 78

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

Given under my Hand and Seal this 18 day of Dec, 20 17,

(Seal)



Heather McDonald
Notary Public

My commission expires 3/24/21

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

Given under my Hand and Seal this 18th day of December, 20 17,



LeAnn M. Amond
Notary Public

My commission expires 3/31/18

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

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

(Seal)

Notary Public

My commission expires _____



City Council

September 2018

Case: ZC 18.02 Twin Beech Estates

Applicant Name:
Sawgrass Consulting, LLC

Owner:
LA Development, LLC

Site Data:
Number of lots: 72
Total Acreage: 22.6 +/-

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

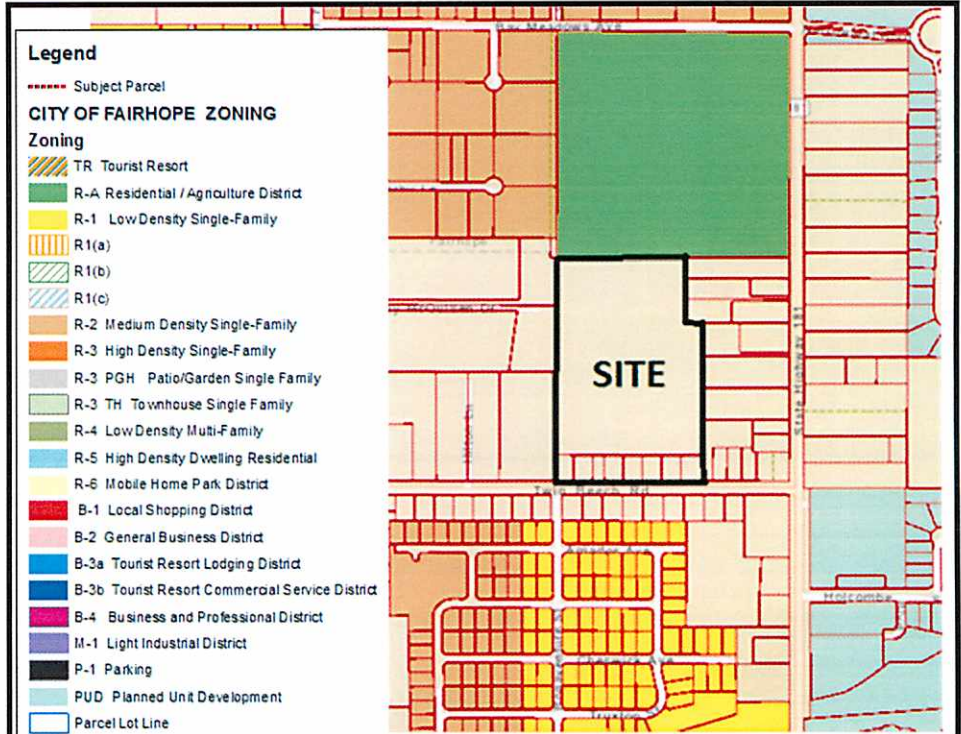
PPIN Number
77747, 362500, 362501,
362502, 362503, 362504,
362505, 362506

General Location:
Twin Beech Road 0.2 miles
West of AL HWY 181

School District:
Fairhope Elementary, Middle,
and High Schools

Staff Recommendation:
Approve

PC Recommendation:
Approve



Summary of Request:

The applicant is seeking concurrent annexation and rezoning of eight parcels comprising approximately 22.6 acres +/- from unzoned Baldwin County to the City of Fairhope as a Planned Unit Development (PUD). The subject property is located approximately 0.2 miles west of AL HWY 181 on Twin Beech Road (Baldwin County Road 44). The parcel abutting subject property immediately to the north (PPIN 15078) is zoned City of Fairhope Residential/Agriculture District (R-A). All other parcels abutting subject property are located in unzoned Baldwin County, however a series of parcels zoned City of Fairhope Medium Density Single Family (R-2) are located approximately 120' feet northwest of subject property as well as 320' southwest of subject property. A series of parcels zoned City of Fairhope Low Density Single Family (R-1) is located approximately 240 feet south of subject property. Two Planned Unit Developments (PUD) are located in close proximity to subject property: Stone Creek PUD is located 0.6 miles southeast of subject property, and Firethorne PUD is located 0.5 miles northwest of subject property.

Comments:

The subject property is comprised of one large (PPIN 77747) generally rectangular parcel and seven smaller (PPIN 362500, 362501, 362502, 362503, 362504, 362505, and 362506) parcels fronting Twin Beech Road, a paved publicly-maintained street. The supporting drawings included with the request for annexation/PUD zoning request depict a future subdivision of 72 single family residential lots. Should the annexation be approved, and the zoning classification be approved as a PUD, the future subdivision application will include the afore-mentioned 72 single family lots, one full-access entrance/exit on the subdivision's west side along Twin Beech Road, and one unopened 50' future right-of-way in the subdivision's northwest corner. The applicant has made extensive modifications to the site's master plan since first appearing on the February 5, 2018 Planning Commission agenda. In addition to reducing the number of lots from 78 to 72, and therefore reducing the development density from 3.45 units per acre to 3.19 units per acre, the lot sizes of the development are more varied and strategic placement of the various lot sizes has greatly improved the development's compatibility with adjacent areas and the surrounding neighborhood. The typical lot size (and virtually all lots were this size) in the initial submittal as 52' wide, 120' long, for an average lot area of approximately 6,200sf. The current application contains lots as large as 100' wide and 120' long (12,000sf) along Twin Beech Road, 75' wide and 120' long lots (9,000sf) around the outer perimeter of the development, and 52' wide by 120' long (6,240sf) lots along the inner perimeter of the development. If approved the development will the largest lots along Twin Beech Road buffered by an open space area required by the Twin Beech Road ROW setback transitioning to smaller lots on the outer perimeter with the smallest lots in the center of the development and farthest away from existing developments.

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

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

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

Ordinance and Site Plan Required – Each Planned Unit Development shall have an Ordinance that establishes the development of regulations for the district. In approving a Planned Unit Development, the ordinance shall reference the site plan, which shall prescribe development

standards. The site plan after approval shall become part of the amending ordinance. All development shall be in conformance with the approved Site Plan and development regulations.

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

Case # ZC 18.02 Proposed PUD Dimensional Standards

<i>District</i>	<i>Lot #'s</i>	<i>Lot Sizes (minimum)</i>	<i>Typical Lot Width</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Max. Lot Coverage</i>	<i>Max. Building Height</i>
PUD	5-10 27-30 44-72	6,200 sf	52'	20'	15'	6'	55%	30'
PUD	11-26 31-43	9,000 sf	75'	20'	15'	6'	55%	30'
PUD	Lot 1	10,200	85'	20'	15'	6'	55%	30'
PUD	2-4	12,000	100'	20'	15'	6'	55%	30'

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

School Student Analysis:

The proposed PUD master plan for Twin Beech Estates contains 72 single family lots. Applying the student yield factors (SYF) provided by the Baldwin County Board of Education listed below, the development is expected to generate 28.1 (or 72 x 0.39) elementary school students, 7.92 (or 72 x 0.11) middle school students and 12.24 (or 72 x 0.17) high school students.

Development Name	Application Type	Housing Type	Total Units	Attendance Zone	SYF	Expected Number of Students
Twin Beech Estates	PUD request	SF	78	Fairhope Elementary	0.39	28.1
" "	" "	"	"	Fairhope Middle	0.11	7.92
" "	" "	"	"	Fairhope High	0.17	12.24
				Total Students		48.26

Allowable Uses:

The applicant provided a project narrative for the requested PUD and indicated "single family residential" as the requested use type within the proposed PUD. No other use types are indicated in the applicant's PUD request narrative.

Zoning History of Nearby Properties:

SD 15.08 (Preliminary) was a request of Sawgrass Consulting, LLC for preliminary plat approval of Twin Beech Estates, an 8-lot subdivision located on the north side of Twin Beech Road (County Road 44) just west of State Highway 181. All lot widths are at least 100' wide and all lots front upon a paved, publicly maintained street or road as required by the *City of Fairhope Subdivision Regulations*. SD 15.08 was approved by the Fairhope Planning Commission on April 6, 2015 however no request for annexation and zoning establishment was submitted by the applicant and the lots created by SD 15.08 (PPINs 362500, 362501, 362502, 362503, 362504, 362505, and 362506 and remnant parcel 77747) remain in unzoned Baldwin County. Matters involving sidewalks, building setbacks, and street trees were reviewed and approved by the Baldwin County Highway Department in accordance with the County's subdivision regulations.

SD 15.12 (Final) was a request of Sawgrass Consulting, LLC for final plat approval of Twin Beech Estates, more fully described in case number 15.08, above. SD 15.12 was approved by the Fairhope Planning Commission on August 3, 2015. A maintenance bond for water and sewer utilities was received on August 31, 2015 and the utilities related to SD 15.12 were accepted for maintenance by the Fairhope City Council on October 26, 2015.

SD 04.53 (Preliminary) was a request of Engineering Development Services on behalf of Elite Development for preliminary plat approval of Woodlawn Subdivision located west of State Highway 181 and south of Twin Beech Road (County Road 44). The development is comprised of 81 lots covering approximately 34.4 acres, for a *lot density of approximately 2.35 units per acre*. The proposed 75' lot widths and 10,500sf lot area was compliant with the City Fairhope Subdivision Regulations circa 2004. Additional review of subdivision requirements was provided by the Baldwin County Planning and Zoning Department, as no request for annexation and zoning establishment was submitted by the applicant concurrent with the subdivision application and as a result the development remained in unzoned Baldwin County. SD 04.53 was approved by the Fairhope Planning Commission on September 7, 2004.

SD 06.19 (Final) was a request of Engineering Development Services on behalf of Elite Development for final plat approval of Woodlawn Subdivision, more fully described in case SD 04.53 above. Case SD 06.19 was approved by the Fairhope Planning Commission on April 3, 2006. Staff noted in the minutes of the afore-mentioned planning commission meeting the development location was now located in City of Fairhope R-1 Low-Density Single-Family Zoning District, non-conforming.

Case number ZC 14.11 was a request of Prebble-Rish, LLC to establish initial zoning of R-2 Medium Density Single Family Residential District concurrent with conditional annexation into the City of Fairhope for Woodlawn Phase 2 and 3 (SD 14.17), located on the south side of Twin Beech Road between Woodlawn Phase 1 and Summer Oaks Stables. Woodlawn Phase 2 and 3 is a continuation of Woodlawn Phase 1, with comparable sized lots. The smallest lot size included in the development (SD14.17) is 10,500sf, the largest lot size is 14,147sf with a maximum lot coverage of 37%. All other lot dimensions are consistent with R-2 Medium Density Single Family. The development consists of 70 lots over approximately 32 acres, for a *lot density of approximately 2.19 units per acre*. The Fairhope Planning Commission approved the conditional annexation to R-2 Zoning District on November 3, 2014 with final approval by the Fairhope City Council on January 26, 2015.

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

Case number ZC 14.04 was a request of Prebble-Rish, LLC on behalf of Chapel Farm, LLC for an amendment to the Stone Creek PUD, original case number ZC 04.10. The Stone Creek PUD is generally located along State Highway 181 near the intersection of HWY 181 and Twin Beech Road (Baldwin County Road 44). The justification for the PUD amendment was based upon future ALDOT right-of-way acquisition of portions of commercial lots 1-3 in the original PUD. The PUD amendment requested commercial lots 1-3 be converted to 13 residential lots, with commercial lot 4 to remain but with 18 condominium units in lieu of the 35 condo units included in the original PUD. The PUD amendment also reflected a corrected lot count of 264 units, and a corrected acreage of 177.20 acres (*approximately 1.49 units per acre density*). All other components of the original PUD remain as approved in case number ZC 04.10. The Fairhope City Council adopted the PUD Amendment at their May 27, 2014 regular meeting. The dimension standards of the Amended Stone Creek PUD are summarized in the excerpt from the PUD amendment site data table below (lots 252-264 are the 13 new residential lots created from the area previously platted as commercial lots 1-3):

SITE DATA

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

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

Zoning Compatibility Analysis:

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

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

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

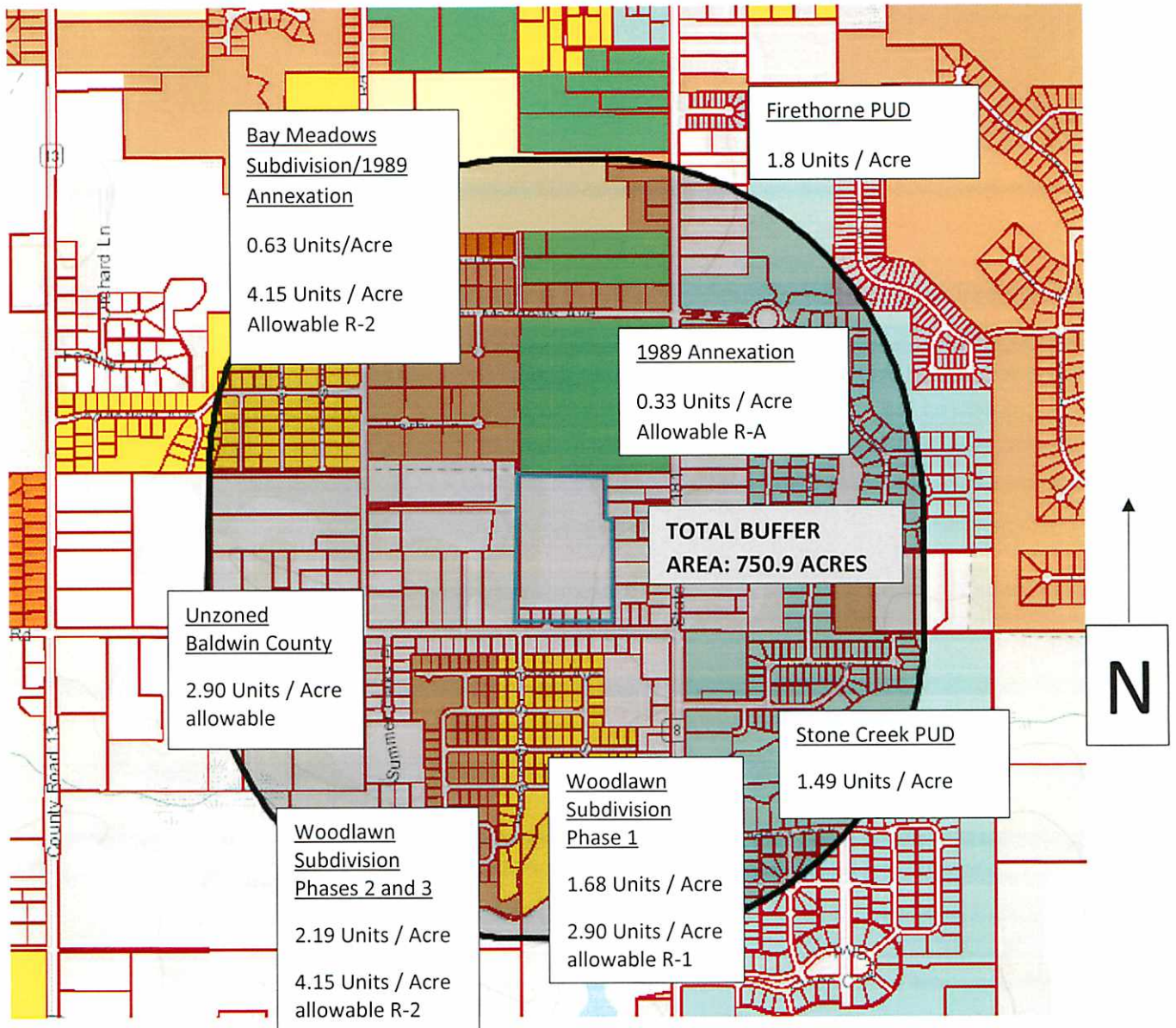
As a result, incompatible land uses may negatively affect property values and the quiet enjoyment of property.

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

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

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

The challenge encountered by staff when evaluating subject application involves the approach by which the subject application’s zoning compatibility was evaluated. The properties surrounding the subject property are a patchwork of zoned, unzoned, developed, and undeveloped properties and all must be examined in terms of the subject application. The Comprehensive plan contemplates a “neighborhood” as one-half mile, or 2,640’ area noted on feet on page.....The Zoning Compatibility Analysis applied to subject property examines both “surrounding neighborhoods” (subdivisions and other developments one-half mile, or 2,640 feet from the subject property) as well as “adjacent areas” (abutting properties including those directly across a right-of-way from the subject property as well as properties with a physical relationship with the subject property such as properties along the same street or road as the subject property). The surrounding neighborhoods to the subject property were identified by drawing a 2,640’ buffer around the subject property utilizing the ‘buffer’ toolkit within KCS Fairhope web viewer. The subject property is outlined in blue and the 2,640’ buffer is depicted below by the black circular border with light gray fill shown on the map excerpt below:



The existing actual as well as allowable development densities of the developments surrounding the subject property are shown above as labels on the 2,640' (half mile) buffer map. The narrative that follows explains how the actual and allowable development densities of adjacent and surrounding properties was calculated. Unzoned areas were calculated en masse, and zoned areas were calculated as a function of the characteristics of their development, as applicable. In order to arrive at an average development density for all adjacent areas and surrounding neighborhoods, a weighted average is utilized so that though the actual or allowable development density remains constant, the weighted average will be in terms of the *actual acreage* of the development within the buffer area. The weighted development density described below is calculated by multiplying the actual land area in acres by the actual and/or allowable development density of the development under consideration. Weighted development densities are summarized in the "development density conclusions" section of this staff report.

WEIGHTED DENSITY CALCULATION

To determine the weighted actual and allowable development densities in the 2,640' buffer area, the total allowable and total actual weighted units described above are summed and divided by the total

acreage of the buffer area, less the subject property. As stated previously the total area of the buffer, as determined by KCS Fairhope Map Viewer is 750.9 acres. Subtracting the 22.6 acres of subject property leaves a net buffer area of 728.3 acres.

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

DEVELOPMENT NAME OR PPIN	ZONING	DEV. TOTAL AREA (acres)	BUFFER ACRES	Density (units per acre)	Weighted Actual (units)
15078	R-A Residential/Agriculture	38	38.00	0.333	12.65
214135, 15244, 14765	R-A Residential/Agriculture	12.6	12.60	0.333	4.20
15192, 14349, 226928, 15467, 15385	R-2 Medium Density Single Family	N/A	5.70	4.15	23.66
Sedgefield Subdivision	R-1 Low Density Single Family	58.35	35.80	1.82	65.16
Bay Meadows Subdivision	R-2 Medium Density Single Family	35	35.00	0.63	22.05
Bay Meadows East Subdivision	R-2 Medium Density Single Family	5.88	5.88	1.02	6.00
Bay Meadows West Subdivision	R-2 Medium Density Single Family	10.8	10.80	2.04	22.03
Woodlawn Phase 1	R-1 Low Density Single Family	48.15	48.15	1.68	80.89
Woodlawn Phases 2 and 3	R-2 Medium Density Single Family	32	32.00	2.19	70.08
Firethorne (not including Village)	PUD	126.37	87.87	1.8	158.17
77751	R-6 Mobile Home Park	46.3	28.70	0.8	22.96
Stone Creek	PUD	177.2	88.10	1.49	131.27
Callaway Place	R-3 High Density Single Family	4.98	4.98	2.01	10.01
Quail Creek Estates Villas	R-3 PGH - High Density Single-Family Patio Garden Home Residential District	29.87	1.60	3.88	6.21
Unzoned PPIN 34272	Unzoned Baldwin County	1	1.00	21	21.00
All Other Unzoned	Unzoned Baldwin County	292.12	292.12	2.9	847.15

The sum of the weighted actual units is 1,503.47 units. When divided by the net buffer area of 728.3 acres, the *actual* weighted density is calculated as 2.06 units per acre.

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

DEVELOPMENT NAME OR PPIN	ZONING	DEV. TOTAL AREA (acres)	BUFFER ACRES	Density (units per acre)	Weighted Actual (units)
15078	R-A Residential/Agriculture	38	38.00	0.333	12.65
214135, 15244, 14765	R-A Residential/Agriculture	12.6	12.60	4.2	52.92
15192, 14349, 226928, 15467, 15385	R-2 Medium Density Single Family	N/A	5.70	4.15	23.66
Sedgefield Subdivision	R-1 Low Density Single Family	58.35	35.80	2.9	103.82
Bay Meadows Subdivision	R-2 Medium Density Single Family	35	35.00	4.15	145.25
Bay Meadows East Subdivision	R-2 Medium Density Single Family	5.88	5.88	4.15	24.40
Bay Meadows West Subdivision	R-2 Medium Density Single Family	10.8	10.80	4.15	44.82
Woodlawn Phase 1	R-1 Low Density Single Family	48.15	48.15	2.9	139.64
Woodlawn Phases 2 and 3	R-2 Medium Density Single Family	32	32.00	4.15	132.80
Firethorne (not including Village)	PUD	126.37	87.87	1.8	158.17
77751	R-6 Mobile Home Park	46.3	28.70	0.5	14.35
Stone Creek	PUD	177.2	88.10	1.49	131.27
Callaway Place	R-3 High Density Single Family	4.98	4.98	5.58	27.79
Quail Creek Estates Villas	R-3 PGH - High Density Single-Family Patio Garden Home Residential District	29.87	1.60	10.89	17.42
Unzoned PPIN 34272	Unzoned Baldwin County	1	1.00	2.9	2.90
All Other Unzoned	Unzoned Baldwin County	292.12	292.12	2.9	847.15

The sum of the weighted allowable units is 1,879.00 units. When divided by the net buffer area of 728.3 acres, the allowable weighted density is calculated as 2.58 unit per acre.

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

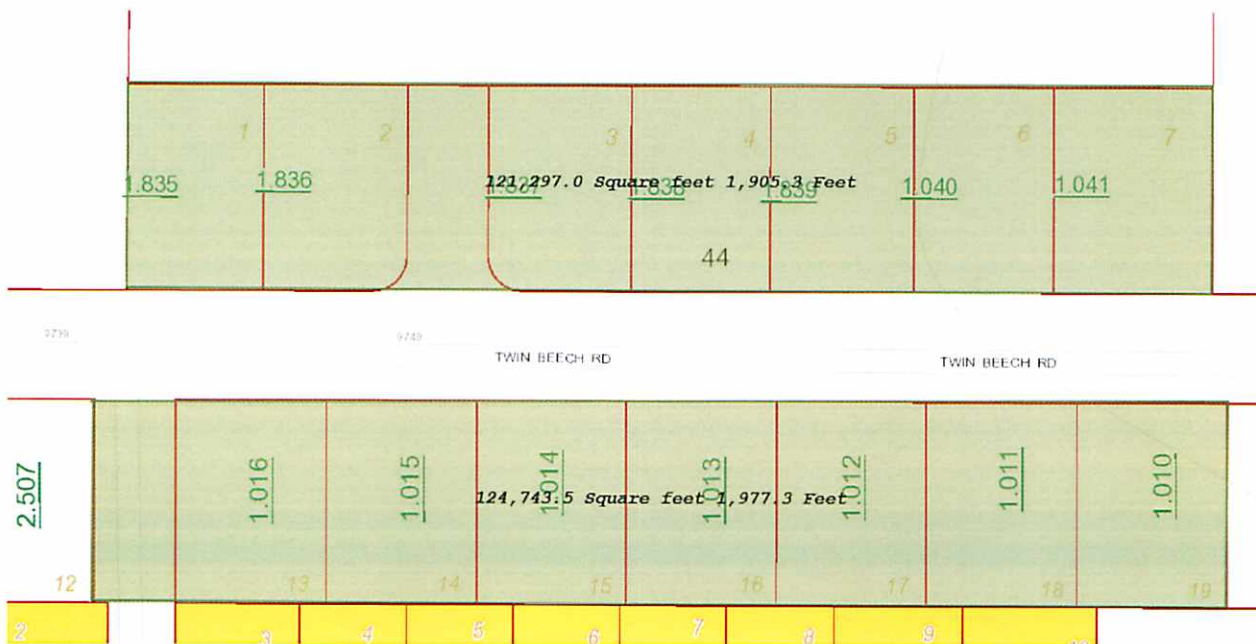
$(2.06 + 2.58)/2 = 2.32$ units per acre.

Development Density Conclusions

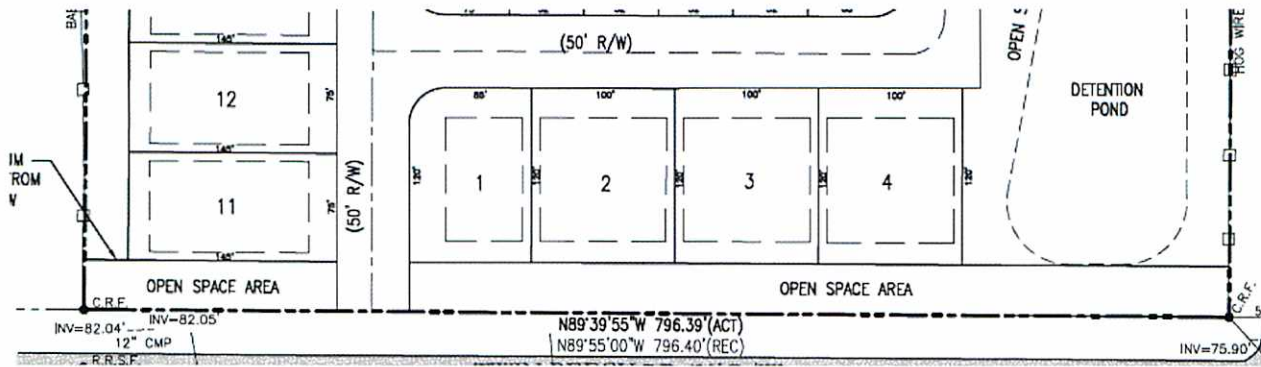
As stated previously, the requested development density of the subject application is 3.18 units/acre, approximately 37% greater than the average development density of 2.32 units/acre indicated above. However, the requested development density is an approximately 12% reduction in requested density from the 3.45 units per acre request presented at the February 5, 2018 Planning Commission meeting. Further, the varying lot sizes of the current application were strategically placed to create zones of compatibility with adjacent areas.

In the image below, the existing lots 1-7 of subject property fronting on Twin Beech Road, as well as the unzoned lots 13-19 of the W.T. Walley and Sons (Walley) Subdivision also fronting upon Twin Beech Road are depicted. These lots are examples of redesign of the requested PUD's lots to attain regions of compatibility. In this example the same number of lots of approximately the same area both front upon Twin Beech Road, each contains ROW in its area, and the lots of are of similar size.

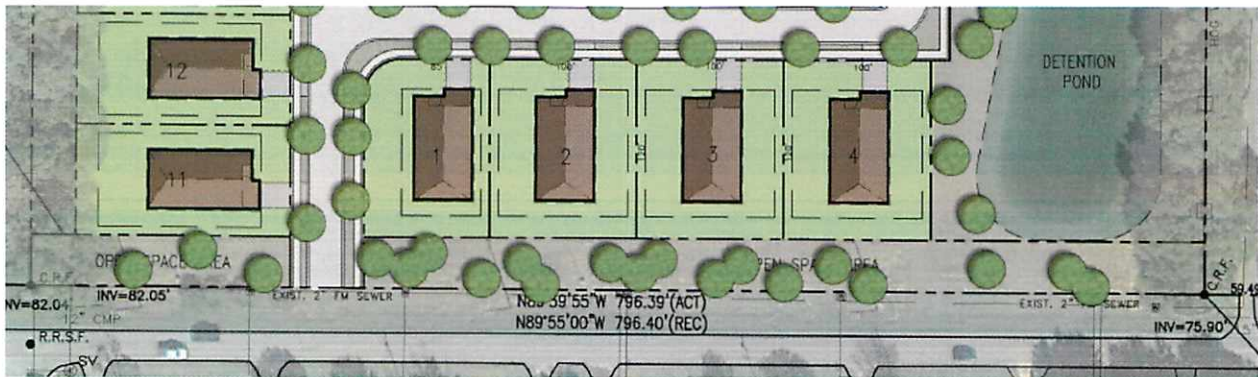
Lots 13-19 of the Walley Subdivision comprise approximately 124,743.5 sf, or 2.86 acres, which includes a portion of the ROW on the west side of the property. Seven (7) lots divided by 2.86 acres equals 2.45 units per acre actual development density.



Lots 1-7 of the existing Twin Beech Estates total 121,297 sf or 2.78 acres and also include a portion of ROW similar to that of the Walley Subdivision. However, if the lots of the proposed Twin Beech Estates PUD are used in the density calculation, the new density calculation will utilize lots 1-4 and 11-12 of the proposed PUD. The northern terminus of the existing lot lines falls approximately on the centerline of the east-west ROW in the proposed PUD, resulting in approximately equivalent areas for comparison purposes as seen in the drawing except below:



Utilizing the proposed PUD on the same area of the existing seven lots fronting upon Twin Beech Road, 6 lots divided by 2.78 acres equals 2.16 units per acre actual development density, less than the 2.45 unit per acre actual development density across Twin Beech Road in the existing Walley Subdivision. This region of compatibility was created by increasing the lot width of lots 2-3 from 52' to 100', increasing the lot width of lot 1 to 85' from 52', and increasing the lot width of lots 11-12 (and subsequently all outer perimeter lots) 75' wide. Lots 1-4 and 11-12 do not have egress directly onto Twin Beech Road as do lots 13-19 of the Walley subdivision, which cross through the Twin Beech Road ROW setback. This same ROW setback for the proposed Twin Beech Estates PUD will be further buffered by an open space area with landscaping seen in the drawing excerpt below:



Though the overall development density of the proposed PUD is greater than the average weighted density of the adjacent properties and surrounding neighborhoods, the current application reflects increases to lot sizes and locations of larger lot sizes that create corridors of compatibility to the Twin Beech Road corridor, and the proposed PUD narrative further notes the natural tree buffer along the north, east, and west boundaries of the PUD will remain.

Twin Beech Estates Zoning Compatibly Analysis Chart

Compatibility Subject	Recommended Method	Analysis of Recommendation
Dwelling Unit / Housing Type	<u>Adjacent Area:</u> 100% single family in zoned Areas (R-A) 100% Multi Family on one Unzoned parcel (PPIN 34272) <u>Surrounding Neighborhood:</u> 100% single family in zoned Areas (R-1, R-2, and PUD).	Proposed development requests 72 single family units <i>Proposed development is consistent with the surrounding neighborhood and adjacent areas. All zoned units in the adjacent area and surrounding neighborhood is single family, with the exception of 37 mobile home units on</i>

	<p>100% Multi Family on two Unzoned parcels (PPIN 34272) And 77562)</p> <p>All other unzoned Parcels appear to be single family</p>	<p>PPIN 77751. Multi family units are in place on PPIN 34272, however this property is unzoned.</p>
Building Orientation	N/A	<p>Requested development application Establishes PUD zoning for development But does not include a subdivision Application by which building orientation may be evaluated. Building orientation is not applicable for analysis at this time.</p>
Building Setbacks	<p><u>Adjacent area setbacks:</u> Front – 75’ Rear – 75’ Side – 25’ Side Street – 50’ (Per R-A zoning district)</p>	<p><u>Proposed development setbacks:</u> Front – 20’ Rear – 15’ Side – 6’ Side Street – not specified <i>Proposed development is <u>NOT Consistent</u> with adjacent area setbacks, However, see comments regarding lot Size and how lot size creates ares of compatibility</i></p>
Building Setbacks (continued)		
Building Heights	<p><u>Adjacent area building height:</u> Max. Building Height – 30’ (Per R-A zoning district)</p>	<p><u>Proposed development building height:</u> Max. Building Height – 30’ <i>Proposed development is <u>consistent</u> with Adjacent area building heights.</i></p>
Lot Dimensions	<p>Due to the widely varying lot sizes in the evaluation area, as well as the Varying lot sizes in the proposed PUD, Lot Dimensions is not a readily-Quantifiable or highly-accurate measure of compatibility for subject Application.</p>	
Lot Area / Density	<p><u>Adjacent area and Surrounding Neighborhood Actual and allowable Weighted development densities</u></p> <p>2.06 units / acre actual 2.58 units / acres allowable</p> <p>2.32 units / acre average</p>	<p><u>Proposed development lot dimensions:</u></p> <p>72 units / 22.6 acres = 3.19 Units/Acre <i>Though the proposed development is <u>Not consistent overall</u> with adjacent area and surrounding Neighborhood development density, the Twin Beech Road corridor is <u>consistent</u></i></p>

Fairhope Comprehensive Plan Guidance

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

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

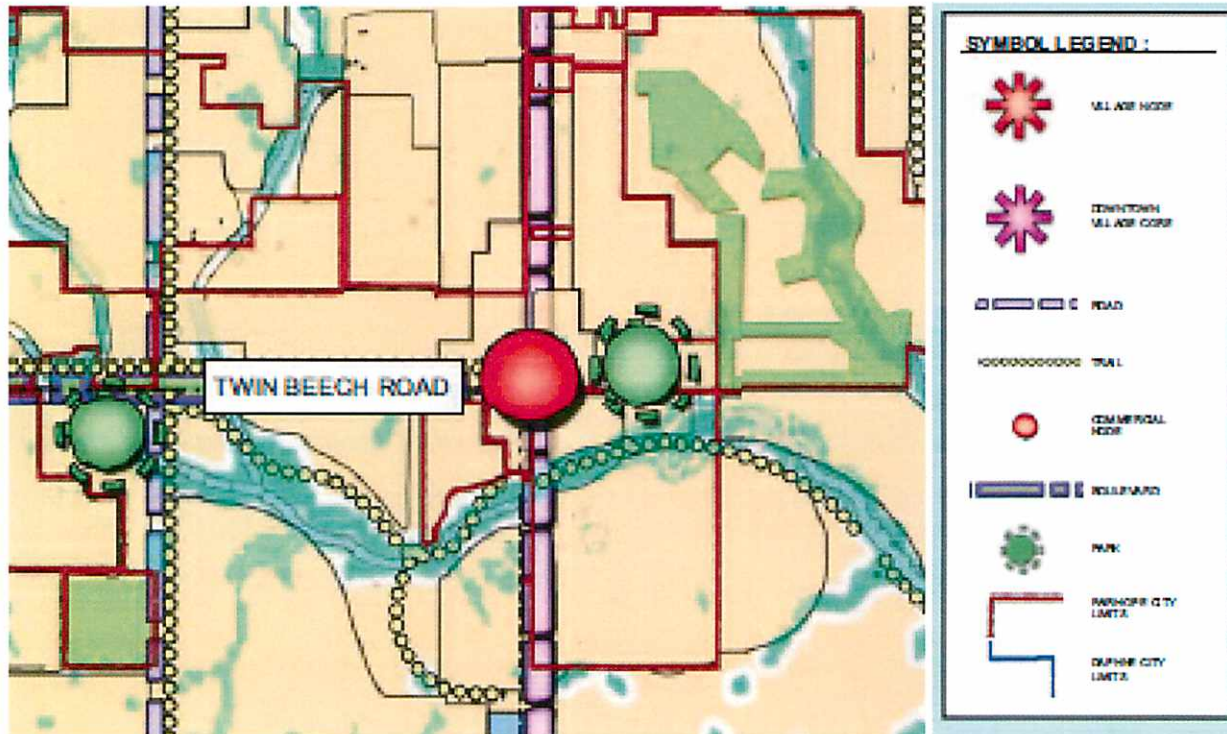
Section 5.4 Neighborhoods, states the following:

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

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

The Comprehensive Plan identifies 4 village centers and 6 commercial nodes throughout the City and its environs. The subject property is located approximately 0.45 miles east of the Twin Beech Road/State HWY 181 commercial node contemplated by the 2014 Comprehensive Plan update. Commercial nodes typically will occupy between 2 to 30,000 square feet per corner (2014 Comprehensive Plan, page 34). Further, the Comprehensive Plan calls for commercial nodes to be commercial convenience uses such as a gas station (non-repair), bank, small

shopping center, drug store, and restaurants (page 38). Essentially, the commercial nodes are commercial uses intended to serve the daily commercial needs of nearby residential developments at a scale, character and intensity compatible with neighborhood uses preferably in a walkable format. The Comprehensive Plan does not support increased density around the node. An excerpt map from the Comprehensive Plan depicting the Twin Beech Road/State HWY 181 commercial node is depicted below:



At the macro level the compatibility analysis reveals that the requested development density is 3.18 units/acre, approximately 37% greater than the average development density of 2.32 units/acre for the adjacent areas and surrounding neighborhoods. However, the requested development density of the current application is an approximately 12% reduction in requested density from the 3.45 units per acre request presented at the February 5, 2018 Planning Commission meeting. Further, the varying lot sizes of the current application were strategically placed to create zones of compatibility with adjacent areas.

At the micro level staff must consider adjacent areas and surrounding neighborhoods in its analysis, but staff also recognizes that a development may be oriented with varying areas of density. Staff analyzed the new orientation of the lots within the currently proposed PUD as well as the increases in lot size of the proposed PUD and determined that a corridor of compatibility was created along Twin Beech Road across Twin Beech Road from a series of existing, large, unzoned lots that exceed the minimum lot size required by R-1 Zoning District. The proposed lots along Twin Beech Road, when compared to a similar geographical area encompassing existing lots south of Twin Beech Road, exhibit a development density (2.16 units per acre) 13% less than the development density of the existing lots fronting the south side of Twin Beech Road (2.45 units per acre).

The increases to lot size and orientation of larger lots that transition from larger lots to smaller lots, with the smallest lots farthest away from areas of lower density demonstrates the proposed development's compensation for its higher overall development density from the adjacent areas and

surround neighborhoods. In addition, the proposed PUD's development design includes compatibility measures to mitigate impacts to the immediate adjoining properties including:

1. The subject property is entirely bordered on the east, north, and west sides by existing vegetation which shall remain in place as described in the applicant's narrative.
2. The subject property is bordered on the south side by green space and a retention pond which creates a buffer from the properties on the south side of Twin Beech Road. This green space is above and beyond the ROW setback required by Twin Beech Road.
3. The smaller (52' wide) lots included through the development in the initial application now occur in the inner perimeter of the development. The outer perimeter lots are 75' wide, and all but one lot fronting upon Twin Beech Road is at least 100' wide.

Site Photos



Subject property looking west along CR 44



Subject property looking east along CR 44



Subject property looking northwest from CR 44



Subject property looking northeast from CR 44

Additional Background Information:

The City of Fairhope Planning Commission, at its July 2, 2018 regular meeting, unanimously recommended APPROVAL of Case # SD 18.24, preliminary plat approval of Twin Beech Estates, a 72-lot subdivision contingent upon the following conditions:

- 1) City Council approval of Case # ZC 18.02, annexation of subject properties and re-zoning to PUD.
- 2) Waiver of five (5) of the ten (10) LID techniques required by Article V, Section F.11.f.(1)-(15).
Five LID techniques are utilized in eight (8) locations as indicated in Article V, Section F.8.e.-g. in the “comments” section above.

Staff Recommendation:

Staff recommends the requested conditional annexation to Planned Unit Development (PUD) be APPROVED and forwarded to the City Council for consideration.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its May 7, 2018 regular meeting, unanimously recommended APPROVAL of the requested conditional annexation to Planned Unit Development (PUD) the recommendation be forwarded to the City Council for consideration.

RESOLUTION NO. _____

ADOPTION OF 2 CFR 200, SUBPART D - POST FEDERAL AWARD REQUIREMENTS OF THE CODE OF FEDERAL REGULATIONS FOR THE RESTORE ACT OF 2012 GRANT PROJECT CONTRACTS

WHEREAS, the City of Fairhope has applied to the Alabama Gulf Coast Recovery Council (AGCRC) for grant funding made available by the RESTORE Act of 2012 (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) and;

WHEREAS, it is a requirement that City governments utilizing RESTORE Act funds comply with 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations for Financial and Program Management (Compliance) and;

WHEREAS, it is a requirement that City governments utilizing RESTORE Act funds comply with 2 CFR 200.317-326 – Procurement Standards of the Code of Federal Regulations for all Grant Procurements and;

NOW, THEREFORE IT BE RESOLVED that the City of Fairhope adopts the entirety of 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations as the governing document for the Financial and Program Management (Compliance) of all RESTORE Act of 2012 Grants received by the City of Fairhope.

BE IT FURTHER RESOLVED, that 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations is hierarchal to Municipal and State Procurement Laws, Regulations and Policies and the stricter of the three shall govern with no exception.

BE IT FURTHER RESOLVED, that City Treasurer, Finance Director, and Purchasing Manager, in conjunction with the selected Grant Administrator, shall produce and have adopted written policies to insure complete compliance with 2 CFR 200, Subpart D - Post Federal Award Requirements of the Code of Federal Regulations.

DULY ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

**AUTHORIZING THE FORMATION OF A SELECTION COMMITTEE FOR
THE RESTORE ACT OF 2012 GRANT PROJECT CONTRACTS**

WHEREAS, the City of Fairhope has applied to the Alabama Gulf Coast Recovery Council (AGCRC) for grant funding made available by the RESTORE Act of 2012 (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) and;

WHEREAS, it is a requirement that City governments utilizing RESTORE Act funds comply with procurement methods allowable under 2 CFR 200.317-326 of the Code of Federal Regulations for the selection and award of contractors and;

NOW, THEREFORE IT BE RESOLVED that the City of Fairhope authorizes the formation of a Selection Committee that will be responsible for ensuring that the laws, rules and regulations applicable to the RESTORE Act of 2012 will be followed in the selection and award of contractors to be paid with RESTORE Act Grant Funds;

BE IT FURTHER RESOLVED, that the Selection Committee for the RESTORE Act of 2012 Grant Project Contracts will be comprised of the Mayor of Fairhope, a City of Fairhope Council Member, the Public Works Director, the Planning and Development Director, the Operations Director, and the Economic and Community Development Director.

BE IT FURTHER RESOLVED, that the Selection Committee will present recommendations for the award of all contracts to be paid for with RESTORE Act Grant Funds to the City Council at regularly scheduled Council Meetings and all contract awards will be made by the Mayor and City Council.

DULY ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

**AUTHORIZING THE ADOPTION OF A STANDARDS OF CONDUCT
POLICY THAT COMPLIES WITH THE RESTORE ACT OF 2012**

WHEREAS, the City of Fairhope has applied to the Alabama Gulf Coast Recovery Council (AGCRC) for grant funding made available by the RESTORE Act of 2012 (Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act) and;

WHEREAS, it is a requirement that City governments utilizing RESTORE Act funds adopt and implement a Policy regarding Standards of Conduct that relate to the selection and award of contracts supported by federal funds; and

NOW, THEREFORE IT BE RESOLVED that the City of Fairhope has adopted a Policy regarding Standards of Conduct that complies with the applicable laws, rules and regulations that apply to the RESTORE Act Funds; and

BE IT FURTHER RESOLVED that a copy of this policy is attached to this Resolution, will be kept on file at the Fairhope City Hall and will be available for review by the public as requested.

DULY ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

**CITY OF FAIRHOPE
STANDARDS OF CONDUCT POLICY**

No employee, officer, or agent of the City of Fairhope shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved (such a conflict would arise when: the employee, officer, or agent; or any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.)

The officers, employees, or agents of the City of Fairhope, will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. (The City of Fairhope may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.)

To the extent permitted by state (Title 36, Chapter 25, Alabama Code) or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the officers or employees of the City of Fairhope, or agents, or by contractors or their agents.

RESOLUTION NO. _____

WHEREAS, Fly Creek is a significant natural resource for the City of Fairhope; and

WHEREAS, the Fly Creek basin represents the only navigable, protected harbor within the City of Fairhope; and

WHEREAS, the City Council supports the dredging of the Channel leading to Fly Creek and will let bids for this project; and

WHEREAS, By the City of Fairhope sharing of the cost of the dredging of the Fly Creek Harbor Channel with other parties will insure safe and continuous public water access to all citizens and visitors needing to navigate Fly Creek, its basins, harbors, and shores; and

WHEREAS, the City of Fairhope is desirous to partner with the Fairhope Yacht Club for the dredging of the Channel in Mobile Bay at Fly Creek project. The partnership will be a fifty/fifty match.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City of Fairhope is authorized to enter into a partnership with the Fairhope Yacht Club for the dredging of the Channel leading to Fly Creek Harbor with a fifty/fifty match; the City will let bids for the Project; and for the Mayor to execute a Partnership Agreement.

ADOPTED ON THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute Extension No. 2 of the Contract with SiteOne Landscaping Supply for Perennial Rye Grass Three-Way Blend See for Sports Fields (Bid Number 033-16) for an additional one year as per the terms and conditions of the original contract. The approximate annual cost will be \$25,000.00.

Adopted on this 24th day of September, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JAH

Issuing Date: 9/13/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: 2nd & final Extension of Bid 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields

Project Location: Sports Fields

Presented to City Council: 9/24/2018 **Resolution #:** _____

Funding Request Sponsor: Tom Kuhl, Recreation Director **Approved:** _____

Project Cash Requirement Requested: **Changed:** _____

Cost: \$25,000.00 (approximate cost for FY 2018) **Rejected:** _____

(\$85 per cubic yard)

Vendor: SiteOne Landscaping Supply

Project Engineer: n/a

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

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25 XXX	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

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

Expense Code: 001250-50340 **Grant:** _____ **Federal - not to exceed amount**

G/L Acct Name: General Supplies _____ **State**

Project Budgeted: \$25,000.00 (included in FY 2019 Budget) _____ **City**

Over (Under) budget amount: \$0.00 **Bond:** _____ **Title** _____ **Year** _____

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

_____ _____ _____

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

Comments:

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>8/23/18</u>	Delivered To Date: <u>9/13/18</u>	Delivered To Date: <u>9/13/18</u>
Request Approved Date: <u>9/13/18</u>	Approved Date: <u>9/13/18</u>	Approved Date: <u>9/13/18</u>

Signatures: Michael V. Hinson Ill Cabiniss Mayor Karin Wilson

Michael V. Hinson CPA Ill Cabiniss, MBA 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, ACMO
Jimmy Conyers
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Date 8-23-2018

RE: Approval of request for second and final Extension of Bid No 033-16
Perennial Rye Grass Three-Way Blend Seed for Sports Field contract

The Director of Parks and Recreation, Tom Kuhl, has requested a second and final extension of the contract for **Bid No 033-16 Perennial Rye Grass Three Way Blend Seed for Sports Fields**, for an additional year, as per terms and conditions of the original awarded bid; and approval for the Mayor to execute the extension (see attached). The price of the products will remain the same as the original bid (\$85.00 per cubic yard).

Please place on the next available City Council Agenda this request to approve the second and final extension of the contract for Bid No. 033-16 Perennial Rye Grass Three Way Blend Seed for Sports Fields, for one additional year, as per terms and conditions of the original awarded bid: and approval for the Mayor to execute the extension.

161 North Section
Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file; T Kuhl

City of Fairhope

Extension No. 2 of Contract for
Bid No 033-16
Perennial Rye Grass Three-Way Blend Seed
for Sports Fields

This EXTENSION NO.2 of CONTRACT ("Extension") is made this ___ day of _____, 2018 for the purpose of extending the Contract known as Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields dated October 17, 2016 ("Original Contract") between the City of Fairhope and SiteOne Landscape Supply, 1385 36th Street, Cleveland, Ohio 44114 (the "Parties").

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

Bid No. 033-16 Perennial Rye Grass Three-Way Blend Seed for Sports Fields

and will end on October 17, 2017 at 11:59 p.m.

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the original time period **October 17, 2017** and will end on **October 17, 2018 at 11:59 p.m.**

3. The Parties agree further to extend the Original Contract, and first extension, for an additional period, which will begin immediately upon the expiration of the first extension time period **October 17, 2018** and will end on **October 17, 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 as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

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

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

GreenSouth Solutions, LLC

Name of Corporation, Partnership, or Joint Venture

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

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

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

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

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

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

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

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

Given under my hand and 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 has voted to procure Fitness Equipment for the Recreation Center (Rebid No. 024-18); 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 \$54,348.00.

Adopted on this 24th day of September, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 9/13/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Fitness Equipment; Re-Bid 024-18

Project Location: Recreation Center

Presented to City Council: 9/24/2018

Funding Request Sponsor: Tom Kuhl, Recreation Director

Project Cash Requirement Requested:
 Cost: \$54,348.00 (purchased through Sourcewell Buying Group)
 Vendor: Advantage Sport & Fitness Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: ARO 8-10 weeks

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Department Funding This Project							
General: XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25 XXX	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

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

Expense Code: 001250-50470 Grant: _____ Federal - not to exceed amount

G/L Acct Name: Purchases Vehicles & Equipment State _____

Project Budgeted: \$55,000.00 City _____

Over (Under) budget amount: (\$652.00) Bond: _____ Title _____ Year _____

Comments: Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer	Finance Director	Mayor
Purchasing Memo Date: <u>9/13/18</u>	Delivered To Date: <u>9/13/18</u>	Delivered To Date: <u>9/13/18</u>
Request Approved Date: <u>9/13/18</u>	Approved Date: <u>9/13/18</u>	Approved/Date: <u>9/14/18</u>
Signatures: <u>Michael V. Flinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>



MEMO

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

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

Date: September 6, 2018

Re: Requesting greensheet and City Council approval of procurement of Fitness Equipment for Recreation Center for buying group quote obtained after Resolution 3119-18 to rebid Bid No 024-18 Fitness Equipment

The Recreation Department has requested the procurement of Fitness Equipment for the Recreation Center. Utilizing our access to national buying groups competitive bids, quotations were sought.

The Recreation Department recommends acquiring the procurement of the fitness equipment. The total cost of the procurement will be **FIFTY-FOUR THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$54,348.00)** through the SOURCEWELL buying group, from **ADVANTAGE Sport & Fitness, Inc.**, in Ithaca, N.Y. (see attached quote).

Please compose a greensheet, and move forward for Council approval, this procurement request for Fitness Equipment for the Recreation Department in the amount of FIFTY-FOUR THOUSAND THREE HUNDRED FORTY-EIGHT DOLLARS (\$54,348.00) through the SOURCEWELL buying group from ADVANTAGE Sport & Fitness, Inc., in Ithaca, N.Y.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc. file, T Kuhl, N. Lami

For Questions, Contact:

Adam Johnson
AdamJohnson@advantagefitness.com
Phone: 205-266-7500
FAX: 205-278-6888

Send Purchase Orders/Deposits to:

Corporate Office:
2255 N. Triphammer Road
Ithaca, NY 14850
Phone: 1-800-308-4382
FAX: 607-257-2221

This quote was produced for:

City of Fairhope Recreation Center
803 North Greeno Rd
Fairhope, AL 36532
Nate Lami
Phone: (251) 928-7270
Email: nate.lami@cofairhope.com

Salesperson: Adam Johnson
Quote Date: 27 Jul 2018
Quote Number: MEHSQ1540A
Quote Amount: **\$54,348.00**

Qty	Product Number	Product Description	Price per Unit	Discount Price/Unit	Total Price After Discount
City of Fairhope Proposal A					
		Precor 885 Elliptical <i>w/ 15" Touch Screen Console</i> <i>Color Option: Gloss Metallic Silver</i>			
4	PRE-GMSEFX885P8	Pre EFX885/GMSV2DA w/MediaAdpt <i>Power Requirements:</i> <i>Standard 120V Duplex Outlet</i>	\$11,195.00	\$7,277.00	\$29,108.00
		Precor 781 Treadmill <i>w/ 15" Touch Screen Console</i> <i>Color Option: Gloss Metallic Silver</i>			
1	PRE-GMSTRM781P	Pre TRM781/GMS-120Vw/MediaAdpt <i>Power Requirements:</i> <i>120V 20A NEMA 5-20R</i> <i>Outlet - DEDICATED CIRCUIT</i>	\$10,895.00	\$7,082.00	\$7,082.00
		Safeware Warranty Extension			
4	SAFE-STD33/10K	Safeware 3&3 Protection Plan <i>4 Each EFX885</i>	\$499.00	FREE!!!	\$0.00
1	SAFE-STD33/10K	Safeware 3&3 Protection Plan <i>1 Each TRM781</i> <i>Extends warranties on all Precor cardio</i> <i>to 3 Years Parts & 3 Years Labor.</i>	\$499.00	FREE!!!	\$0.00
		Console Adapter Box			
5	BVE-CABPRE/P82	BVE Console AdptBox Precor-P82	\$225.00	\$225.00	\$1,125.00

Advantage

SPORT & FITNESS, INC.

Your Total Fitness Source since 1987

QUOTATION

		<i>Required for consoles to work properly.</i>			
Precor Smith Machine					
1	PRE-DPL802	Precor Discovery PL Smith	\$4,300.00	\$3,010.00	\$3,010.00
York G2 Rubber Olympic Plates					
6	YORK-29083	York G2 Rubr Thin Oly - 45lb	\$67.50	\$50.00	\$300.00
8	YORK-29081	York G2 Rubr Thin Oly - 25lb	\$37.50	\$25.00	\$200.00
6	YORK-29080	York G2 Rubr Thin Oly - 10lb	\$15.00	\$10.00	\$60.00
6	YORK-29079	York G2 Rubr Thin Oly - 5lb	\$7.50	\$5.00	\$30.00
Precor 5-Stack Modular System					
1	PRE-CW2205	Icarian Modular System-5 Stack	\$13,080.00	\$9,156.00	\$9,156.00
<i>CW2205: Cable Crossover, Pulldown, Longpull, Adjustable Hi-Lo</i>					
<i>Strength Color Options</i>					
<i>Frame: Gloss Metallic Silver</i>					
<i>Upholstery: Black</i>					

Product Total after Discount: **\$50,071.00**

Total Discount Applied: **(\$27,444.00)**

NOTE: Quotation valid until 08/26/2018

Estimated Delivery Date: 8 to 10 Weeks After Receipt of Booked Order

All prices include 2% Cash Discount unless otherwise stated.

Inbound Freight: **\$2,087.00**

Delivery & Installation: **\$2,190.00**

Tax Rate: AX1; AL, Exempt

Sales Tax Rate %: **0.000%**

Est. Tax: **\$0.00**

BOOKING ORDERS & PAYMENT TERMS:

As per Approved Purchase Order

(Finance charge of 1.5% per month on all overdue amounts.)

TOTAL AMOUNT: \$54,348.00

Notes: **SOURCEWELL MEMBER PRICING INCLUDED!!!**
 City of Fairhope - MEMBER ID#: 2216
 Precor Contract #120215-PCR

Customer Acceptance of Quote: Quote : MEHSQ1540A

Customer Signature: _____ Grand Total: \$54,348.00

Name (Print): _____

Date: _____

ADVANTAGE SPORT & FITNESS, INC. STANDARD TERMS & CONDITIONS www.advantagefitness.com/terms

ACCEPTANCE - Buyer accepts these terms and conditions by paying any portion of the sales price
ENTIRE AGREEMENT - This document, together with the Advantage Sport & Fitness, Inc. quotation signed by the Buyer and accepted by Advantage Sport & Fitness, Inc. (i.e. the "Quotation"), and any attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, no understanding, modification, trade custom or prior course of dealing at variance with these terms and conditions will bind Advantage Sport & Fitness, Inc. This document may only be amended in writing signed by both parties. In the case that these terms conflict with the Quotation, the Quotation shall apply, except that Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation at any time.

PRICE PROTECTION - Prices quoted are guaranteed for 30 days from the date quoted in writing unless stated otherwise. This applies to all quotes. Advantage Sport & Fitness, Inc. reserves the right to correct typographical errors in the Quotation prices at any time.

DELIVERY OF EQUIPMENT - All equipment ordered from Advantage Sport & Fitness, Inc. or its vendors is shipped F.O.B. Buyer's "ship to" address.

Buyer must guarantee Advantage Sport & Fitness, Inc. access to the "ship to" address on the delivery date in order to ensure proper delivery and installation.

TERMS - Unless otherwise stated, Buyer will pay a minimum non refundable deposit of 50% of the sale price. The outstanding sales balance will be due at delivery. All payments must be made by cash, cashiers check, or wire transfer. Advantage Sport & Fitness, Inc. or its agents will not accept a personal or business check unless so noted in writing on the Quotation.

DELAY IN PERFORMANCE - Advantage Sport & Fitness, Inc. will exercise its best efforts to deliver the equipment in a timely manner, but Buyer acknowledges that the estimate of shipment and delivery is approximate only and Advantage Sport & Fitness, Inc. shall have no liability for loss of use or for any direct, indirect or consequential damages resulting from any delay in shipment or delivery. Advantage Sport & Fitness, Inc. is not responsible for any delay, failure or omission due to any cause beyond its control, such as labor strikes, shortage of materials, inclement weather, interruption in electrical service, acts of God, war or similar events.

INSPECTION - Buyer must inspect the equipment upon delivery and provide Advantage Sport & Fitness, Inc. with written notice of any defects. Otherwise Buyer waives its right to object to the condition of the equipment.

CLEARED AREA/DEBRIS - Buyer agrees to clear an area where the equipment is to be delivered and installed. The installation area shall be clean and free of all debris, construction dust, etc. prior to the delivery date. Advantage Sport & Fitness, Inc. will not deliver into an area undergoing construction, e.g. "hard-hat" area.

INSTALLATION AREA - The equipment is designed to operate on a smooth, level, immovable surface. An unlevelled floor or shift in the structure housing the equipment may cause equipment malfunctions. Advantage Sport & Fitness, Inc. will not be liable for any damage associated with an unlevelled surface or structural movement.

MECHANICAL/ELECTRICAL/NETWORKING/VIDEO REQUIREMENTS - Unless otherwise stated, Buyer is responsible for all utility services such as electrical connections, computer and/or Internet networking connections, video connections, etc., and must secure all necessary tradesmen required for the installation of such connections. Such services must be ready prior to the fitness equipment delivery date.

PERMITS - Buyer is responsible for obtaining all permits for the installation or operation of the equipment, for any such permits required by state, local or other lawful authorities.

TAXES - Federal, state and local taxes, (unless otherwise shown on the quotation), are not included and are Buyer's responsibility. Advantage Sport & Fitness, Inc. may bill Buyer separately at any time for any such charge as Advantage Sport & Fitness, Inc. may be requested to collect or pay.

ADDITIONAL CHARGES - In addition to the open balance of the sales price, Buyer agrees to pay the following prior to delivery:

a. Any actual costs Advantage Sport & Fitness, Inc. incurs transporting or storing the equipment if the Buyer fails to pay the outstanding balance upon delivery or the equipment cannot be delivered for any reason outside the control of Advantage Sport & Fitness, Inc., its agents or subcontractors.

b. Any actual costs Advantage Sport & Fitness, Inc. incurs if the equipment cannot be delivered due to Buyer's error, omission or lack of preparation of the installation area.

c. A commercially reasonable charge for deliveries requested outside the normal business hours (Monday-Friday, 8:00 A.M. - 5:00 P.M.) or requiring a specific start or stop time, provided that Advantage Sport & Fitness, Inc. has agreed to perform a delivery at such a time.

d. A commercially reasonable charge for deliveries or labor required to handle stairways, inadequate door openings, structural obstacles or long delivery routes when direct access to installation site is not available.

NEW EQUIPMENT PURCHASES - Limited Warranty: There is no warranty of merchantability or warranty that the equipment will be fit for a particular purpose. Buyer agrees that all warranties are manufacturers warranties only, and are subject to all manufacturers limitations and exclusions. No materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc.; only manufacturers warranties apply to all sales. Warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

Equipment manufacturers warranty policies, terms, and limitations only will govern warranty issues. All decisions made by the equipment manufacturers are made at the discretion of the manufacturer, not Advantage Sport & Fitness, Inc.

All claims for warranty work must be submitted in accordance with the manufacturer's warranty claims process.

Waiver of Warranty - All expressed warranties are automatically voided if buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors without first obtaining written approval from the manufacturer as to scope of work and price.

Buyer's Remedy - Buyer's sole remedy is application of manufacturers' warranties and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

ADVANTAGE SPORT & FITNESS, INC. CERTIFIED PRE-OWNED EQUIPMENT PURCHASES - Equipment parts covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: all parts except entertainment

Equipment parts not covered under Advantage Sport & Fitness, Inc. Certified Pre-Owned equipment warranty: PVS, headphone jack, USB connector, iPod connector.

The 90 day warranty period begins the day the equipment is delivered to your facility. The warranty is offered directly through Advantage Sport & Fitness, Inc. There is no manufacturer's warranty implied or expressed when purchasing Certified Pre-Owned equipment. The warranty covers parts and labor costs for equipment examined and certified through our Certified Pre-Owned inspection process. Any warranty claim must be submitted within the 90 day Certified Pre-Owned warranty window. Any claims or service request submitted after the close of the 90 day window will be subject to normal service repair charges. Certified pre-owned warranties extend only to the buyer and automatically terminate upon transfer of business or equipment.

Waiver of Warranty - All expressed warranties are automatically voided if Buyer attempts to repair the equipment, either personally or through its employees, agents or subcontractors.

Buyer's Remedy - Buyer's sole remedy is application of Advantage Sport & Fitness, Inc. Certified Pre-Owned warranty and limitations. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

As Available We sell equipment we have in stock, have examined and certify that the equipment meets our standards. In some situations we may not have an item in stock and cannot guarantee delivery until our stock is replenished. Certified Pre-Owned equipment will be included in a sales order that contains new equipment when the equipment is available. In the event that Certified Pre-Owned equipment is not in stock; the Certified Pre-Owned equipment will be listed on a separate sales order. Customer is responsible for paying for all equipment that has been delivered. The payment for new equipment cannot be held while waiting on Certified Pre-Owned equipment, or vice versa.

Certified Pre-Owned Means - The equipment is free of major cosmetic wear or damage. The equipment is in full working condition. Our Service Technicians have completed a Certified Pre-Owned examination of the equipment. All "wear" parts have been checked and tested for defects and are in good working condition. The function and reliability of the equipment is covered under our 90 day Certified Pre-Owned Parts & Labor Warranty. Treadmills will have a new deck surface and new running belt.

"AS IS" EQUIPMENT PURCHASES - No "as is" materials sold by Advantage Sport & Fitness, Inc. are warranted by Advantage Sport & Fitness, Inc. Buyer also agrees that Advantage Sport & Fitness, Inc. will not be responsible for buyer's consequential or incidental damages, costs, losses or expenses, including by way of example only, repair or replacement costs, loss of anticipated profits, loss of product, punitive/exemplary damages or non-economic damages.

GOVERNING LAW - New York law shall govern any dispute between the parties pertaining to this document or the equipment.

JURISDICTION - Any dispute between the parties involving this document or the equipment shall be filed in Monroe County, New York.

ADVANTAGE SPORT & FITNESS, INC. DAMAGES - Advantage Sport & Fitness, Inc. shall receive actual, consequential and incidental damages, costs, interest and attorney fees if buyer violates these terms and conditions.

CANCELLATIONS - Buyer agrees to pay 25% of sales price as a re-stocking fee on all orders, plus freight charges, if any order is cancelled.

SUBROGATION CLAUSE - Buyer agrees to purchase and maintain insurance which permits a waiver of liability and contains a waiver of subrogation. If Buyer has an insured loss, then Buyer agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insured loss, and Buyer also agrees to release Advantage Sport & Fitness, Inc. and its agents for any claim for such loss to the extent of any recovery under its insurance even if Advantage Sport & Fitness, Inc.'s workmanship may have caused or contributed to the loss.

ADVANTAGE SPORT & FITNESS, INC. INSTALLATIONS - When Advantage Sport & Fitness, Inc. has been contracted to do partial or full installation, only the portion of installation contracted to be performed by Advantage Sport & Fitness, Inc. is subject to labor warranty. Such labor warranty shall be in accordance with the manufacturer's labor warranty, or in the event that no such manufacturer's warranty is applicable, then the labor shall be covered by a limited 30 day labor warranty. Problems that may arise from aspects of the installation not performed by Advantage Sport & Fitness, Inc. are not covered by Advantage Sport & Fitness, Inc. for any labor charges that may be incurred.

THIRD PARTY CONTRACTORS - Advantage Sport & Fitness, Inc. may subcontract its delivery and installation obligations shown on any quotation and these terms and conditions shall apply with respect to the third party as an agent of Advantage Sport & Fitness, Inc.

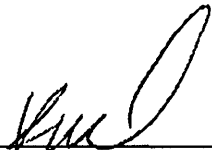
RESOLUTION NO. 3119-18

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

That the City of Fairhope awarded the bid for Fitness Equipment for the Recreation Department on June 11, 2018 via Resolution No. 3101-18 to Fitness Master (Bid Number 015-18); and upon further review of the bid, it was determined that some requirements need to be modified and the bid will need to be reissued.

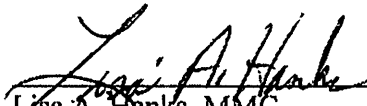
[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3101-18, rejects Bid No. 024-13 for Fitness Equipment for the Recreation Department; and authorizes to rebid.

Adopted on this 9th day of July, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and receive quotes for the Bayview Avenue Sewer Main Repair Asphalt Paving for the Sewer Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for the Bayview Avenue Sewer Main Repair Asphalt Paving for the Sewer Department from Ammons & Blackmon Construction, LLC with a total cost of \$29,200.35.

Adopted on this 24th day of September, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

SEP 19 10 48:44

ZAH

Issuing Date: 9/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Bayview Ave Sewer Main Repair Asphalt Paving

Project Location: Bayview Ave

Presented to City Council: 9/24/2018 Resolution # :
Approved _____

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

Project Cash Requirement Requested:
Cost: \$29,200.35

Vendor: Ammons & Blackman Construction LLC

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be: Expensed _____
Capitalized XXX
Inventoried _____

Funding Source: Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004-16050 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Construction-Water System Improvments State _____
City _____

Project Budgeted: \$28,300.00

Over (Under) budget amount: \$900.35

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

Capital Lease: _____ Payment _____ Term _____

Comments: **WW can apply excess budget dollars of \$1,755 from earlier under budget purchase of F250 Truck**

City Council Prior Approval/Date? No

City Treasurer _____ Finance Director _____ Mayor _____

Purchasing Memo Date: 9/14/18 Delivered To Date: 9/17/18 Delivered To Date: 9/18/18

Request Approved Date: 9/17/18 Approved Date: 9/18/18 Approved Date: 9/18/18

Signatures: Michael V. Hinson Jill Cabiness Mayor Kafin Wilson
Michael V. Hinson CPA Jill Cabiness, MBA Mayor Kafin Wilson



MEMO

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

Karin Wilson
Mayor

Date: September 14, 2018

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

Re: **Greensheet --CC Approval request (RFQ No. 005-18 S. Bayview Utility Repair) for an over \$10,000 procurement of asphalt work to finish the budgeted sewer main repair of Bayview Av that was budgeted for \$40,000**

Lisa A. Hanks, MMC
City Clerk

The **Sewer Dept** is requesting procurement of asphalt work to finish the line item \$40,000 budgeted repair of the sewer main on Bayview Av. The Sewer department has completed the actual repair of the sewer main, and now there is a need for asphalt work, beyond the present capabilities of the City, to finish the project. This procurement will be paid from monies left in that budgeted line item from the work already completed. There is a deficit of approximately \$900, in this line item that can be covered from other line items in the Sewer Dept where there are monies were not used in total.

Michael V. Hinson, CPA
City Treasurer

A Request for Quotes (**RFQ No. 005-18 S. Bayview Utility Repair**) was sent to six (6) contractors, and TWO (2) RESPONSES were received. The Director of Operations, Richard Peterson, recommends the award of this project be made to **Ammons & Blackmon Construction, LLC** in the amount of **TWENTY-NINE THOUSAND TWO HUNDRED DOLLARS AND THIRTY-FIVE CENTS (\$29,200.35)**. The work is to be completed within 14 days from Notice to Proceed. (Please see attached for details).

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Please compose a greensheet and place on the next available City Council Agenda this request to approve the procurement of asphalt work to finish the line item \$40,000 budgeted repair of the sewer main on Bayview Av. by **AMMONS & BLACKMON CONSTRUCTION, LLC** for a total of \$29,200.35

251-928-2136


251-928-6776 Fax
www.fairhopeal.gov

CC: file; R. Peterson; J. Whitman


CITY OF FAIRHOPE
 BID TABULATION
 RFQ NO: 005-18
 BID NAME: S. Bayview Av Utility Repairs
 BID OPENED: September 7, 2018 3:00 P.M.
 Note: Bid Bond

VENDOR	AMMONS & BLACKMON CONSTRUCTION, LLC	AMERICAN ASPHALT	ASPHALT, CONCRETE, AND SEALCOATING COMPANY	ASPHALT SERVICES	R & S PAVING & GRADING, INC	MOBILE ASPHALT	
Proposal Executed / Signed /Notarized	YES	YES					
Agrees to complete all work within 14 Calendar Days	YES	YES					
	UNIT/QUANTITY	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE
Approximately 240 linear feet:							
Crushed Aggregate Base, Processing (Material In Place - Type B, Plant Mix), 5" Compacted	SY1377	\$20.30	\$7,651.30	\$30.00	\$11,310.00	NO RESPONSE	NO RESPONSE
Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL38	\$6.00	\$210.00	\$10.00	\$350.00		
Milling/Planing Existing Asphalt (1" Deep) (408-A) (Inc. Tie-Ins)	SY106	\$10.30	\$1,730.40	\$13.50	\$2,268.00		
Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	TON71	\$131.15	\$9,311.65	\$125.00	\$8,875.00		
Asphalt Binder - Bituminous Concrete Binder Layer, 2.0" (220#/SY) Compacted Thickness (424-B) (With 5% Overage)	TON44	\$157.75	\$6,941.00	\$140.00	\$6,160.00		
Traffic Control	LS1	\$3,355.00	\$3,355.00	\$7,500.00	\$7,500.00		
Mobilization/Demobilization (600-A)	LS1	\$1.00	\$1.00	\$3,500.00	\$3,500.00		
TOTAL QUOTE			\$29,200.35		\$39,963.00		

Recommendation: Award to Ammons & Blackmon Construction, LLC in the amount of \$29,200.35


 Richard Peterson, PE Operations Director

9/14/2018


 Delores A Brandt, Purchasing Clerk

9/14/18



PUBLIC WORKS DEPARTMENT
 REQUEST FOR COMPETITIVE
 QUOTES FOR CAPITAL
 IMPROVEMENT PROJECTS

Project: 2018-PWI 027 S. BAYVIEW UTILITY REPAIR - City of Fairhope

South Bayview Street - From Cliff Dr to St James Ave - Approx. 240 Linear Feet					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE
1	Crushed Aggregate Base, Processing (Material In Place - Type B, Plant Mix), 5" Compacted Thickness (301-A)	SY	377		
2	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	35		
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Inc. Tie-Ins)	SY	168		
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	Ton	71		
5	Asphalt Binder - Bituminous Concrete Binder Layer, 2.0" (220#/SY) Compacted Thickness (424-B) (With 5% Overage)	Ton	44		
6	Traffic Control	LS	1		
7	Mobilization/Demobilization (600-A)	LS	1		
Quote Total:					

Notes:

1. Contractor will be required to be Licensed, Bonded, and Insured (Including Workman Compensation for Prime and all Subcontractors). Documents will be required at time of quote acceptance and purchase order.
2. Work must be completed 14 calendar days from the "Notice to Proceed" date.
3. Enclosed plans and quantities are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
4. Quotes will be treated and considered as "lump sum" bids for all described work.
5. Only one pay request will be accepted and processed upon final acceptance of work.
6. Job quoted are subject to the *GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS* as attached.
7. Questions, inquiries and requests for clarification should be directed to Richard D. Johnson, PE; Director of Public Works: Phone - (251) 929-0360; Email richard.johnson@fairhopeal.gov
8. Quotes must be received by **3:00 PM - Friday, September 7, 2018**, at the Department of Public Works; 555 South Section Street; Fairhope, AL 36532 - Office of Purchasing - Attn: Dee Dee Brandt - 251-990-0118.

Company: _____

Phone: _____

Signed: _____

Title: _____

ITEM II
QUOTATION FORM

Date: 9, 7, 2018

RFQ No.: RFQ 005-18
 RFQ Name:

Base quotation will include all labor, materials, equipment, shipping, overhead, profit, 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

***PUBLIC WORKS DEPARTMENT REQUEST FOR COMPETITIVE
 QUOTES FOR CAPITAL IMPROVEMENT PROJECTS***

See attachment

Project: 2018-PWI 027 S. BAYVIEW UTILITY REPAIR - City of Fairhope

South Bayview Street - From Cliff Dr to St James Ave - Approx. 240 Linear Feet					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE
1	Crushed Aggregate Base, Processing (Material In Place - Type B, Plant Mix), 5" Compacted	SY	377	\$ 20.30	\$ 7,651.30
2	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	35	\$ 6.00	\$ 210.00
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Inc. Tie-Ins)	SY	168	\$ 10.30	\$ 1,730.40
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	Ton	71	\$ 131.15	\$ 9,311.65
5	Asphalt Binder - Bituminous Concrete Binder Layer, 2.0" (220#/SY) Compacted Thickness	Ton	44	\$ 157.75	\$ 6,941.00
6	Traffic Control	LS	1	\$ 3,355.00	\$ 3,355.00
7	Mobilization/Demobilization (600-A)	LS	1	\$ 1.00	\$ 1.00
Quote Total:					\$ 29,200.35

Notes:

1. Contractor will be required to be Licensed, Bonded, and Insured (Including Workman Compensation for Prime and all Subcontractors). Documents will be required at time of quote acceptance and purchase order.
2. Work must be completed 14 calendar days from the "Notice to Proceed" date.
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8. Quotes must be received by 3:00 PM - Friday, September 7, 2018, at the Department of Public Works; 555 South Section Street; Fairhope, AL 36532 - Office of Purchasing - Attn: Dee Dee Brandt - 251-990-0118.

Company Armstrong & Blackman Const. LLC
P.O. Box 7486
Spanish Fort AL 36577

Company phone 251-626-0656

SIGNED  Title Member

Each quote must give the full business address of the quoter and must be signed by him with his usual signature. Quotes by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Quotes by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A quote by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the quote of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to quote, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this request for quotes and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the RFQ documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective quoters in restraint of freedom of competition, by agreement to quote at a fixed price or to refrain from bidding or otherwise.

Witness our hands this 7th day of September, 2018

If Individual or Partnership

(Name of Individual or Partnership) (Name of Partner Print)

(SIGNATURE of Representative Authorized to sign Bids and Contracts for the firm) (Name of Partner Print)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation (outside Alabama) _____

If Corporation or LLC

Company Ammons and Blackmon Construction, LLC.

State of Incorporation Alabama

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

Company Representative Chad Ammons
(Print Name of Representative Authorized to sign Bids and Contracts for the firm)

Address P.O. Box 7486 Spanish Fort, Al. 36577

Phone Number (251) 626-0656 Fax Number (251) 626-5379

Primary e-mail address _____

Alabama Contractor's License No. 49303 Foreign Corporation (outside Alabama) _____

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Baldwin }

I, the undersigned authority in and for said State and County, hereby certify that Chad Ammons, as Member respectively, of Ammons + Blackmon Construction, 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 7th day of Sept., 2018

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: 1 / 1 / 2018 MY COMMISSION EXPIRES: October 1, 2018

ITEM II
QUOTATION FORM

Date: 9/07/2018

RFQ No.: RFQ 005-18
RFQ Name:

Base quotation will include all labor, materials, equipment, shipping, overhead, profit, 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

***PUBLIC WORKS DEPARTMENT REQUEST FOR COMPETITIVE
QUOTES FOR CAPITAL IMPROVEMENT PROJECTS***

See attachment

Project: 2018-PWI 027 S. BAYVIEW UTILITY REPAIR - City of Fairhope

South Bayview Street - From Cliff Dr to St James Ave - Approx. 240 Linear Feet					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE
1	Crushed Aggregate Base, Processing (Material In Place - Type B. Plant Mix). 5" Compacted	SY	377	30 ⁰⁰	11,310 ⁰⁰
2	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	35	10 ⁰⁰	350 ⁰⁰
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Inc. Tie-Ins)	SY	168	13 ⁵⁰	2,268 ⁰⁰
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	Ton	71	125 ⁰⁰	8,875 ⁰⁰
5	Asphalt Binder - Bituminous Concrete Binder Layer, 2.0" (220#/SY) Compacted Thickness	Ton	44	140 ⁰⁰	6,160 ⁰⁰
6	Traffic Control	LS	1	7,500 ⁰⁰	7,500 ⁰⁰
7	Mobilization/Demobilization (600-A)	LS	1	3,500 ⁰⁰	3,500 ⁰⁰
Quote Total:					39,963 ⁰⁰

Notes:

1. Contractor will be required to be Licensed, Bonded, and Insured (Including Workman Compensation for Prime and all Subcontractors). Documents will be required at time of quote acceptance and purchase order.
2. Work must be completed 14 calendar days from the "Notice to Proceed" date.
3. Enclosed plans and quantities are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
4. Quotes will be treated and considered as "lump sum" bids for all described work.
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8. Quotes must be received by 3:00 PM - Friday, September 7, 2018, at the Department of Public Works; 555 South Section Street; Fairhope, AL 36532 - Office of Purchasing - Attn: Dee Dee Brandt - 251-990-0118.

Company AMERICAN ASPHALT, INC.

PO Box 909
MAGNOLIA SPRINGS, AL 36555

Company phone 251-990-8000

SIGNED Bob Ahorn Title PRESIDENT

Each quote must give the full business address of the quoter and must be signed by him with his usual signature. Quotes by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Quotes by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A quote by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the quote of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to quote, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this request for quotes and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the RFQ documents and specifications. The undersigned also affirms he/she has not been in any agreement or collusion among bidders or prospective quoters in restraint of freedom of competition, by agreement to quote at a fixed price or to refrain from bidding or otherwise.

Witness our hands this 7th day of SEPTEMBER, 2018

If Individual or Partnership

(Name of Individual or Partnership)

(Name of Partner Print)

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

(Name of Partner Print)

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

(Address)

(Address)

(Address)

Phone Number () _____ Fax Number() _____

Primary e-mail address _____

Alabama Contractor's License No. _____ Foreign Corporation (outside Alabama) _____

If Corporation or LLC

Company AMERICAN ASPHALT, INC.

State of Incorporation ALABAMA

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

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

Address PO Box 909 MANALIA SPRINGS, AL 36555

Phone Number (251) 990-8000 Fax Number (251) 990-8055

Primary e-mail address CONTACT@ITSYOUROWNASPHALT.COM

Alabama Contractor's License No. 24858 Foreign Corporation (outside Alabama) _____

BID PROPOSAL NOTARIZATION:

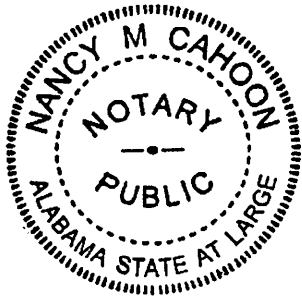
STATE OF ALABAMA }

COUNTY OF BALDWIN }

I, the undersigned authority in and for said State and County, hereby certify that BOB CAHOON, as respectively, of AMERICAN ASPHALT, INC., 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 7th day of SEPTEMBER, 2018

Nancy M. Cahoon
NOTARY PUBLIC
718 2019
MY COMMISSION EXPIRES:



CONTRACTOR INFORMATION
Print, complete and turn in with your QUOTATION response

RFQ 005-18 S. Bayview Utility Repair

Business Organization

Name of Quoting Vendor (exactly as it appears on W-9):

American ASPHALT, INC.

Doing-Business-As Name of Quoting Vendor:

Principal Office Address:

PO Box 909

MAGNOLIA SPRINGS, AL 36555

Telephone Number:

251-990-8000

Fax Number:

251-990-8055

Email address:

CONTACT@ITSYOUROWNASPHALT.COM

Website:

ITSYOUROWNASPHALT.COM

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:

MAY 1991

Location of incorporation:

ALABAMA

The corporation is held: Publicly

Privately

X

Partnership Statement

If a partnership, answer the following:

Date of organization:

Location of organization:

The partnership is:

General

Limited

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:

Location of organization:

JV Agreement recorded? Yes

No

Name of Contact

BOB CANNON

Email

CONTACT@ITSYOUROWNASPHALT.COM

Phone

251-990-8000

END OF QUOTING VENDOR INFORMATION SECTION

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby sets the Park and Street Usage Fees for Eastern Shore Repertory Theatre, Inc. for its April 28, 2019 to May 5, 2019 production of “Matilda” (tentatively) at Henry George Park. The Park rental fee shall be \$675.00 (\$1,350.00 reduced by the 50% exemption for a non-profit) for the time frame requested. There shall be a one-time electric/water fee of \$50.00, a \$525.00 fee for additional hours usage (\$1,050.00 reduced by 50% exemption for a non-profit), and a refundable \$1,000.00 clean up deposit paid to the City. The total balance due is \$2,250.00. On presentation of payment to the City, all necessary permits for the use of Henry George Park shall be issued without delay.

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

- ESRT provides funding and scholarships to National Theatre programs;
- ESRT provides need based scholarships for non-ESRT members to attend Summer Theatre Camp for free;
- ESRT provides funding to students that cannot otherwise afford standard membership fees or costs;
- ESRT provides free tickets to the non-profit girl’s home, Under His Wings;
- ESRT has donated a Bluff Scholarship for the Georgia Byrd fund;
- ESRT sponsors a local community service project to clean the Fairhope Bluff area;

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

ADOPTED ON THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

7/6/18
L. Hamba

APPLICATION FOR THE USE OF CITY OF FAIRHOPE PARKLANDS

We, the undersigned, hereby apply for the use of certain facilities at City of Fairhope Parklands, and in connection with said application, furnish the following:

1. We wish to use:

- Henry George Park (park on bluff above Fire Hall) (E)
- Fairhope Beach Pavilion (W & E)
- Park on South End of Pier (South Beach Park) (W&E)

2. Date Requested: April 28-May 5, 2019 Hours requested: from varies per day

3. Renter's Name: Eastern Shore Repertory Theatre Performance rain date or

4. Address: PO Box 951 City: Fairhope

5. Phone Numbers: Mobile: (251) 751-2935 Work/Alt: _____

6. Purpose of Use: 6th Annual Theatre on the Bluff, tentative production of Matilda the Musical

7. Number of persons expected to attend (adults and minors): approximately 80 cast members, 700- 900 audience members per performance

8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: ESRT would be responsible for renting any lights, sound, port-o-lets, etc as in previous years.
Rental Company: _____

9. Will you need electricity? Yes No For: dressing room lights

Will you need water? Yes No For: _____

Same as
Last Year

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

CLEANING & CANCELLATION POLICIES

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

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

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1575** as set forth by the governing body of the City of Fairhope and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Erin Langley Date: 06/21/18

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

-Office Use Only-

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

CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO

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

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

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

Office use only

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

EASTERN SHORE
 REPERTORY
THEATRE

June 21, 2018

To the Fairhope City Council Members:

On behalf of Eastern Shore Repertory Theatre, I would like to whole-heartedly thank you for your support in allowing our spring productions of "Joseph and the Amazing Technicolor Dreamcoat," "The Music Man," "Bye Bye Birdie," "The Little Mermaid" and "NEWSIES" at the Henry George Bluff. We have had a beautiful weekends of weather and tremendous community support. We hope that we have, in a small way, added to the artistic texture of Fairhope. Because of the positive feedback of the community, we would like to request usage of the Henry George Bluff for April 28-May 5, 2019. We will tentatively be performing the musical, "Matilda" and will include 80 plus members of our Eastern Shore community as actors. We will again have David Redman Scott (our guest director from Disney Theatrical Productions in New York City)'s support and guidance. We will schedule 3 performances in order to better seat the community: May 2-4, 2019 at 7:30 pm with a rain date or possible encore performance on May 5th. Our request would be similar to the spring 2014-2017 rentals. We would request usage of the City's barricades, and to have City employees to assist in the setup and removal of these.

We will plan on using a generator for any additional power needed and will pay for a police officers' assistance during performances.
Thank you again for your support!

Sincerely,



Erin Langley
Executive Director

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope approves the request from the Baldwin County Home Builders Association to place tasteful directional signs to assist the public in finding the homes they wish to view during their annual Parade of Homes scheduled for two weekends: September 29, 2018 and September 30, 2018; and October 6, 2018 and October 7, 2018. These signs are not allowed to be placed in the City of Fairhope's flower beds.

ADOPTED THIS 24TH DAY OF SEPTEMBER, 2018

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk



BALDWIN COUNTY HOME BUILDERS ASSOCIATION

916 PLANTATION BLVD. • FAIRHOPE, ALABAMA 36532

(251) 928-9927 • (251) 928-9929 Fax

Web Site: www.BCHBA.com

Affiliated With



August 2, 2018

Robert Brown, Councilman
City of Fairhope
161 North Section St.
Fairhope, Alabama, 36532

Dear Mr. Brown:

As you know, our organization is a trade association for the building industry and we are based in Fairhope. We are comprised of 752 companies and individuals representing 4,527 employees. Our members are builders, bankers, Realtors, carpenters, electricians, auto dealers, utility providers and a wide spectrum of professional service and material suppliers of the building industry. The majority not only work here, they live here. These members give back to their communities regularly in many ways.

Our annual Parade of Homes is scheduled for two weekends, September 29, 30 and October 6, 7. We invite the public from all over to view our homes and learn of the many new techniques and products available that make homes safer and more energy efficient. The proceeds received from viewing our Showcase Home are given to local charities. We take pride in showing visitors the amenities our county has to offer.

On behalf of our Board of Directors, I respectfully request permission to place tasteful directional signs to assist the public in finding the homes they wish to view during our Parade. The signs will be picked up immediately after the Parade's conclusion.

Please see the attached map and list for Fairhope locations. Thank you in advance for your consideration.

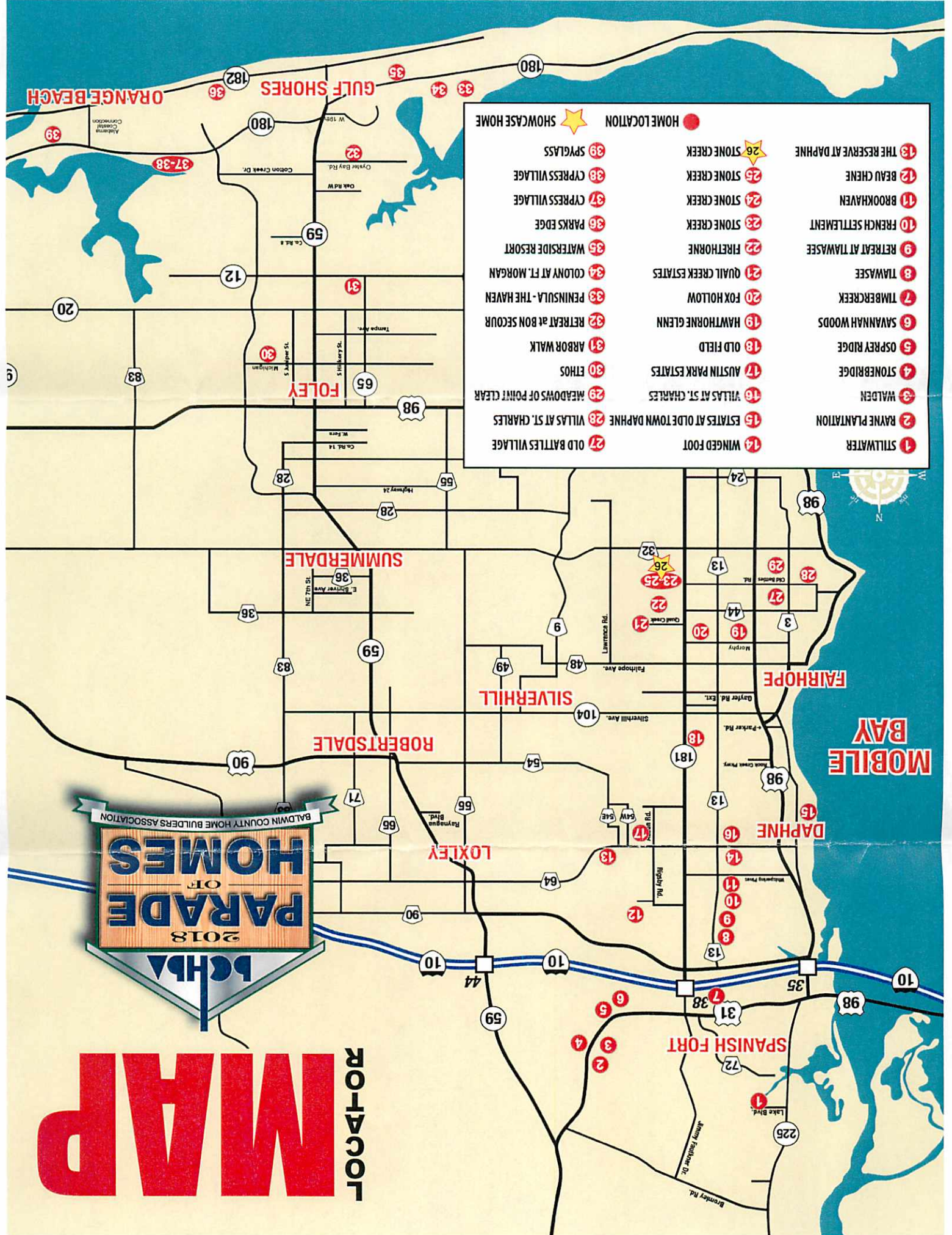
Sincerely,

A handwritten signature in blue ink that reads "Fran".

Fran H. Druse
Executive Vice President

#	Subdivision	Address	City	BR	BA	Sq. Ft.	Builder	Phone
1	Stillwater	34216 Farrington Ln.	Spanish Fort	4	2.5	3,372	Truland Homes	251-621-0850
2	Rayne Plantation	12411 Gracie Ln.	Spanish Fort	4	3	3,488	Truland Homes	251-621-0850
3	Walden	12214 Coyote Dr.	Spanish Fort	4	3	3,267	Truland Homes	251-621-0850
4	Stonebridge	12708 Ibis Blvd.	Spanish Fort	4	2.5	2,979	Truland Homes	251-621-0850
5	Osprey Ridge	12316 Lone Eagle Dr.	Spanish Fort	4	3	2,359	Truland Homes	251-621-0850
6	Savannah Woods	11545 Forsyth Loop	Spanish Fort	3	2	1,936	DSL D Homes, LLC	251-654-8529
7	Timbercreek	7843 Elderberry Dr.	Spanish Fort	4	3	2,582	Truland Homes	251-621-0850
8	Tiawasee	8572 N. Lamhatty Ln.	Daphne	5	3	3,215	Truland Homes	251-621-0850
9	Retreat at Tiawasee	27730 Rhone Dr.	Daphne	4	3	2,772	Truland Homes	251-621-0850
10	French Settlement	8961 Longue Vue Blvd.	Daphne	4	3		Truland Homes	251-621-0850
11	Brookhaven	27100 Gramercy Ln.	Daphne	4	3	2,325	Truland Homes	251-621-0850
12	Beau Chene	28336 Beau Chene Ct.	Daphne	5	3.5	3,894	Truland Homes	251-621-0850
13	The Reserve at Daphne	26220 Montelucia Way	Daphne	5	3	2,409	DR Horton	251-232-3678
14	Winged Foot	26126 Gilmore Way	Daphne	4	2	1,774	DR Horton	251-232-3678
15	Estates at Olde Town Daphne	6513 Via de La Rosa	Daphne	4	3.5	4,196	Baker Clark Homes	251-333-9988
16	Villas at St. Charles	25806 Pollard Rd.	Daphne	3	2.5	1,526	DR Horton	251-232-3678
17	Austin Park Estates	10761 Leesburg Pike	Daphne	5	4	3,115	Truland Homes	251-621-0850
18	Old Field	9870 Dunleith Loop	Daphne	5	3	3,275	DSL D Homes, LLC	251-234-4418
19	Hawthorne Glenn	380 Scarlett Ave.	Fairhope	4	3	2,413	Truland Homes	251-621-0850
20	Fox Hollow	187 Hollow Haven St.	Fairhope	4	3	2,804	Truland Homes	251-621-0850
21	Quail Creek Villas	224 Divot Loop	Fairhope	3	2	1,879	Truland Homes	251-621-0850
22	Firethorne	521 Cassava Ln.	Fairhope	4	3.5	3,005	Truland Homes	251-621-0850
23	Stone Creek	447 Boulder Creek Ave.	Fairhope	4	3.5	3,144	Pickering Building and Renovations, LLC	251-605-9910
24	Stone Creek	455 Boulder Creek Ave.	Fairhope	4	3	2,698	ARK Builders, LLC	251-422-2709
25	Stone Creek	476 Boulder Creek Ave.	Fairhope	4	2.5	2,700	Hutchinson Homes, Inc.	251-209-5646
26	Stone Creek	495 Boulder Creek Ave.	Fairhope	4	4.5	3,100	Reehlco, LLC	251-605-2915
27	Old Battles Village	217 Garrison Blvd.	Fairhope	4	3	2,609	Truland Homes	251-621-0850
28	Villas at St. Charles	P.O. Box 1766	Fairhope	4	3.5	3,286	Marquee Custom Homebuilders	251-654-2420
29	Meadows of Point Clear	17398 Selden St.	Fairhope	4	3.5	3,036	Truland Homes	251-621-0850
30	Ethos	1308 Kairos Loop	Foley	3	2	1,884	DR Horton	251-232-3678
31	Arbor Walk	3922 Langley Ave.	Foley	3	2	1,467	Truland Homes	251-621-0850
32	Retreat at Bon Secour	2612 Arcadia St.	Gulf Shores	4	3	2,468	Truland Homes	251-621-0850
33	Peninsula - The Haven	17 Haven Dr.	Gulf Shores	4	3	3,279	Truland Homes	251-621-0850
34	Colony at Fort Morgan	1228 Dorado Way	Gulf Shores	3	2	1,795	Batten Builders, LLC	251-510-3400
35	Waterside Resort	1285 Mako Loop	Gulf Shores	4	3.5	2,219	DR Horton	251-232-3678
36	Parks Edge	39 Parks Edge	Orange Beach	3	2.5	2,239	Truland Homes	251-621-0850
37	Cypress Village	23897 Cypress Crossing	Orange Beach	3	2.5	2,149	Truland Homes	251-621-0850
38	Cypress Village	23996 Cottage Loop	Orange Beach	3	2.5	1,820	DR Horton	251-232-3678
39	Spyglass	26893 Spyglass Dr.	Orange Beach	3	2.5	1,526	DR Horton	251-232-3678

MOBILE ROADMAP



- | Home Location | Home Location | Home Location |
|--------------------------|--------------------------------|---------------------------|
| 1 STILLWATER | 14 WINGED FOOT | 26 ★ STONE CREEK |
| 2 RAYNE PLANTATION | 15 ESTATES AT OLDE TOWN DAPHNE | 27 STONE CREEK |
| 3 WALDEN | 16 VILLAS AT ST. CHARLES | 28 STONE CREEK |
| 4 STONEBRIDGE | 17 AUSTIN PARK ESTATES | 29 MEADOWS OF POINT CLEAR |
| 5 OSPREY RIDGE | 18 OLD FIELD | 30 ETHOS |
| 6 SAVANNAH WOODS | 19 HAWTHORNE GLENN | 31 ARBOR WALK |
| 7 TIMBERCREEK | 20 FOX HOLLOW | 32 RETREAT AT BON SECOURS |
| 8 TIAWASSEE | 21 QUAIL CREEK ESTATES | 33 PENINSULA - THE HAVEN |
| 9 RETREAT AT TIAWASSEE | 22 FIRETHORNE | 34 COLONY AT FT. MORGAN |
| 10 FRENCH SETTLEMENT | 23 STONE CREEK | 35 WATERSIDE RESORT |
| 11 BROOKHAVEN | 24 STONE CREEK | 36 PARKS EDGE |
| 12 BEAU CHENE | 25 STONE CREEK | 37 CYPRESS VILLAGE |
| 13 THE RESERVE AT DAPHNE | 26 ★ STONE CREEK | 38 CYPRESS VILLAGE |
| | | 39 SPYGLASS |

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure A/C Unit for Boys and Girls Club Gym; and the unit is available for direct procurement through the U. S. Communities Government Purchasing Alliance; and therefore, does not have to be let out for bid. This has been nationally bid through the U. S. Communities' bid process. The cost will be \$8,736.00 and it is not a budgeted item.

Adopted on this 24th day of September, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

[Handwritten Signature]
ASAP

Issuing Date: 9/19/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: A/C Unit for Boys & Girls Club Gym

Project Location: Boys & Girls Club Gym

Presented to City Council: 9/19/2018 Resolution # : _____
 Approved _____

Funding Request Sponsor: Lance Cabaniss, Facilities Construction & Maintenance Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$8,736.00

Vendor: Trane US, Inc.

Project Engineer: n/a

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

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
Admin-10 XXX	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

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

Expense Code: 001100-50385 Grant: _____ Federal - not to exceed amount State _____
 G/L Acct Name: Boys & Girls Club Maint/Equipment City _____

Project Budgeted: \$0.00

Over (Under) budget amount: \$8,736.00

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

Comments:

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
-------------------------	---------------------------	----------------

Purchasing Memo Date: 9/19/18 Delivered To Date: 9/19/18 Delivered To Date: _____
 Request Approved Date: 9/19/18 Approved Date: 9/19/18 Approved Date: _____

Signatures: Michael V. Hinson Jill Cabaniss Mayor Karin Wilson
 Michael V. Hinson CPA Jill Cabaniss, MBA Mayor Karin Wilson



MEMO

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

Karin Wilson
Mayor

Re Request for greensheet and City Council approval of a non-budgeted procurement of over \$7,500 Trane #-10 Ton R-410 Heat Pump Package for Boys and Girls Club gym

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

The Building and Maintenance Department needs to purchase a 3-10 Ton R-5410 Packaged Heat Pump for the BOYS AND GIRLS CLUB GYM as the current package has quit functioning. This can be purchased on U.S. Communities buying group through Trane US, Inc dba Trane.

Lisa A. Hanks, MMC
City Clerk

The cost to install, and commission Trane's equipment is EIGHT THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS (\$8,736.00).

See attached Vendor quote for further details.

Michael V. Hinson, CPA
City Treasurer

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the installation and commissioning of a new Trane's Heat pump for the Gym at the Boys and Girls Club in the amount of \$8,736.00.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



TRANE

Proposal

(Valid for 30 days from Proposal date)

Prepared For:
Lance Cabaniss
City of Fairhope

Date: September 19, 2018

Proposal Number: J5-64188-2
Quote Number: 18-362255-15-001
Co-op Contract Number: USC 15-JLP-023

Job Name:
City of Fairhope Gym

Delivery Terms:
Freight Allowed & Prepaid 1st Destination/Jobsite

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - 3-10Ton R-410 Packaged Heat Pump (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	PHP-1	1	10 Ton R-410 Packaged Heat Pump	WSC120H3RGA--0001000

Product Data - 3-10Ton R-410 Packaged Heat Pump

Item: A1 Qty: 1 Tag(s): PHP-1

- DX cooling
- Standard efficiency
- Convertible
- 10 Ton
- 208-230/60/3
- Microprocessor controls
- 18 kW@240,480,600 derate to unit voltage
- Std cond coil w/hail guard
- Programmable zone sensor (Fld)
- 5 Year whole unit parts warranty
- Year 6-10 compressor warranty
- 1st Year Labor warranty

Note: No curb, OA intake, or coatings are included.

Total Net Price (Excluding Sales Tax)\$ 8,736.00

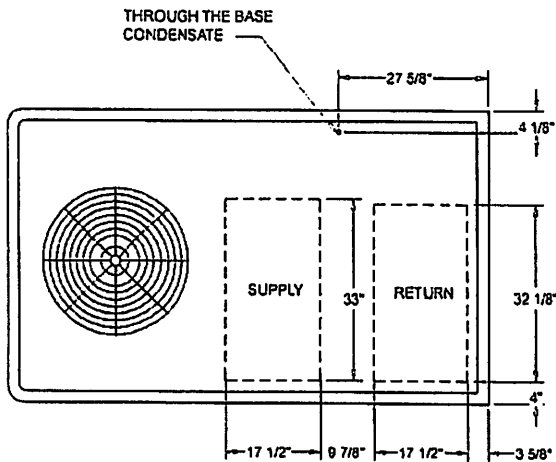
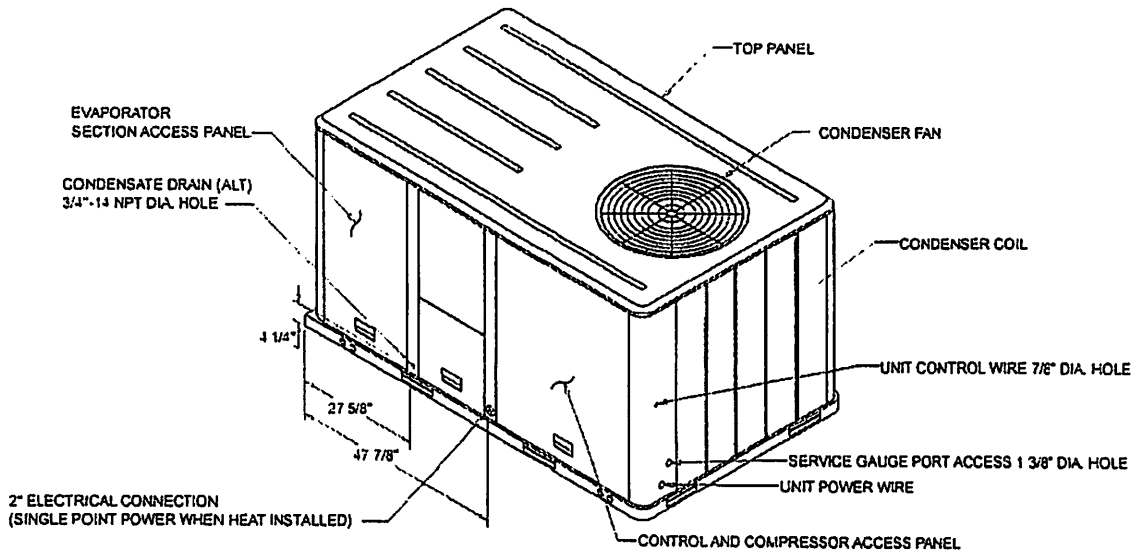
Sincerely,

Chris Broders - Trane U.S. Inc. dba Trane
124 East I-65 Service Road N
Mobile, AL 36607
Phone: (251) 665-2999
Fax: (251) 665-2920

This proposal is subject to your acceptance of the attached Trane terms and conditions.

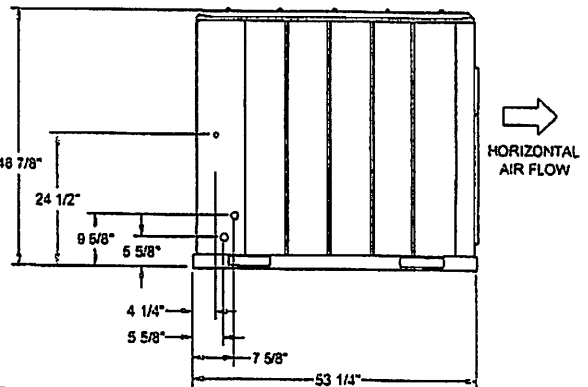
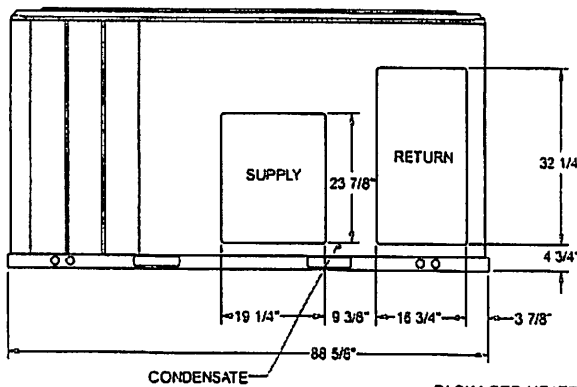
Unit Dimensions - 3-10Ton R-410 Packaged Heat Pump

Item: A1 Qty: 1 Tag(s): PHP-1



- NOTES:
1. THRU -THE -BASE ELECTRICAL IS NOT STANDARD ON ALL UNITS.
 2. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION

PLAN VIEW UNIT
DIMENSION DRAWING



PACKAGED HEATPUMP
DIMENSION DRAWING

Unit Dimensions - 3-10Ton R-410 Packaged Heat Pump

Item: A1 Qty: 1 Tag(s): PHP-1

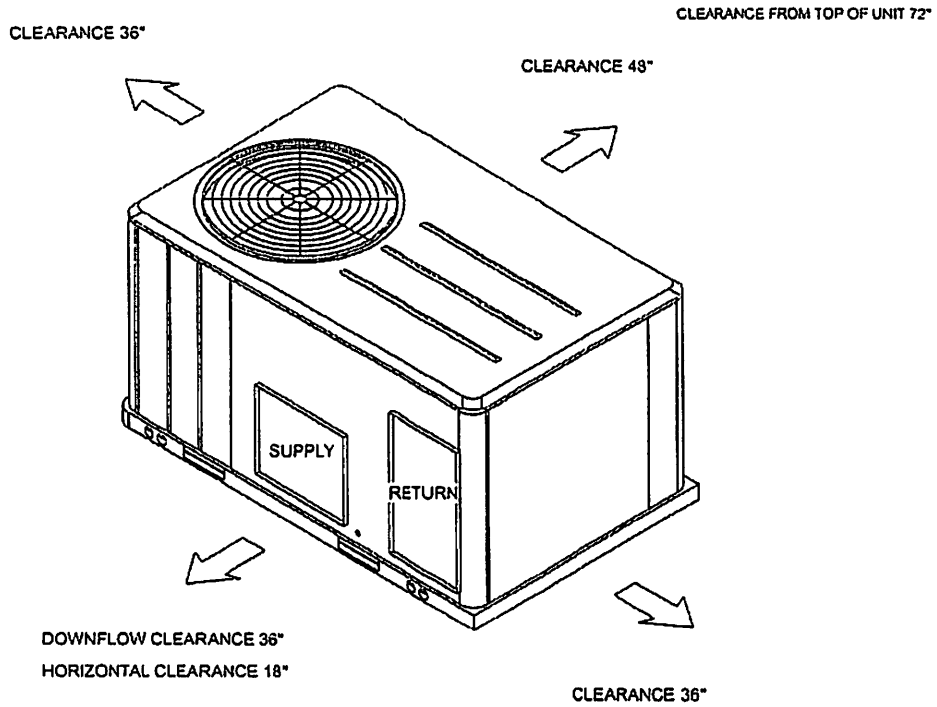
ELECTRICAL / GENERAL DATA

GENERAL ⁽¹⁾⁽⁴⁾⁽⁵⁾⁽⁶⁾ Model: WSC12CH Oversized Motor Unit Operating Voltage: 187-256 Unit Primary Voltage: 209 MCA: Unit Secondary Voltage: 230 MFS: Unit Hertz: 60 MCB: Unit Phase: 3 EER Standard Motor Minimum Circuit Ampacity: 54.0 MCA: Maximum Fuse Size: 80.0 MFS: Maximum (HACR) Circuit Breaker: 80.0 MCB:		WITH HEATER Heater kW Rating: 13.5 / 18.0 Stage: 1 MCA: 101.0/108.0 MFS: 110/125.0 MCB: 110/125.0 Oversized Motor MCA: N/A MFS: N/A MCB: N/A	
INDOOR MOTOR Standard Motor Number: 1 Motor Speed (RPM): 2.75 Horsepower: - Phase: 3 Full Load Amps: 7.3 Locked Rotor Amps: --		Outsized Motor Number: N/A Motor Speed (RPM): N/A Horsepower: N/A Phase: N/A Full Load Amps: N/A Locked Rotor Amps: N/A	
COMPRESSOR Circuit 1/2 Number: 1 Horsepower: 10.5 Phase: 3 Rated Load Amps: 31.6 Locked Rotor Amps: 240.0		OUTDOOR MOTOR Number: 1 Horsepower: 0.70 Motor Speed (RPM): 1100 Phase: 3 Full Load Amps: 3.3 Locked Rotor Amps: 12.3	
POWER EXHAUST ACCESSORY ⁽³⁾ (Field Installed Power Exhaust) Phase: N/A Horsepower: N/A Motor Speed (RPM): N/A Full Load Amps: N/A Locked Rotor Amps: N/A		FILTERS Type: Throwaway Furnished: Yes Number: 4 Recommended: 20"x25"x2"	
REFRIGERANT ⁽²⁾ Type: R410 Factory Charge Circuit #1: 16.3 lb Circuit #2:			

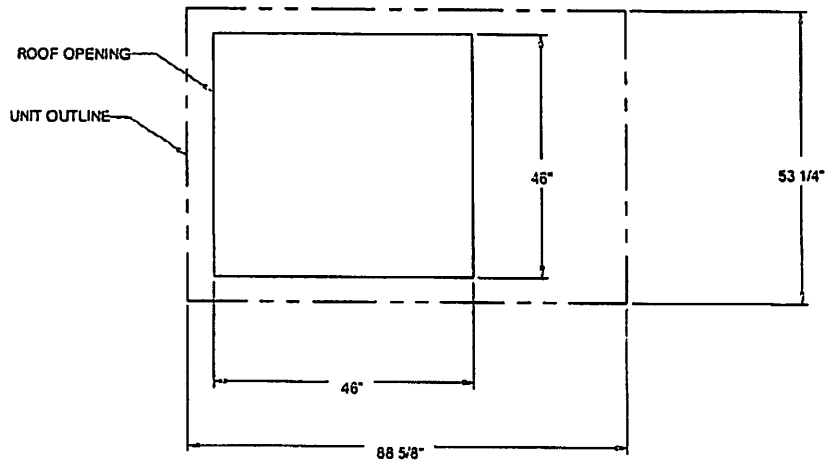
NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value does not include Power Exhaust Accessory.
4. Value includes oversized motor.
5. Value does not include Power Exhaust Accessory.
6. EER is rated at AHRI conditions and in accordance with DOE test procedures.

Weight, Clearance & Rigging Diagram - 3-10Ton R-410 Packaged Heat Pump
Item: A1 Qty: 1 Tag(s): PHP-1



PACKAGED HEAT PUMP
CLEARANCE



PACKAGED HEAT PUMP
DOWNFLOW TYPICAL ROOF OPENING

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane Canada ULC for sales in Canada and Trane U.S. Inc. for sales in the United States.

1. **Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.
2. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
3. **Pricing and Taxes.** Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at Company's factory not later than 3 months from order acceptance. If such release is received later than 3 months from order acceptance date, prices will be increased a straight 1% (not compounded) for each 1 month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after the date of order acceptance, the prices are subject to renegotiation or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.
4. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
5. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.
6. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
7. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company. Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.** No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**
8. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

9. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.
10. **Customer Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).
11. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS) EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.
12. **Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.
13. **Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.
14. **Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.
15. **Invoicing and Payment.** Equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.
16. **Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.
17. **Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.
18. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is

shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

19. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

20. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

21. **Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-4 (0614)
Supersedes 1-26.130-4(0214)

RESOLUTION NO. _____

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

WHEREAS, on the 27th of August, 2018, the City of Fairhope adopted Resolution No. 3155-18 authorizing 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;” and

WHEREAS, the City of Fairhope is desirous to stay the termination at this time, but to leave the notice of termination in place; and

WHEREAS, the City of Fairhope hereby amends the contract to increase the amount of liquidated damages in the amount to be negotiated by the Engineer of Record.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby stays the termination of the contract with Utility Service Company, Inc. at this time, leaves the notice of termination in place, and amends the contract to increase the amount of liquidated damages in the amount to be negotiated by the Engineer of Record.

Adopted on this 24th day of September, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

YAH

City of Fairhope

Approval for Special Event Request

8 | 16 | 18

Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fairhope Witches Ride

Person Requesting: Amanda Bacon

Date of Event: 10-25-18

Location: Equality, N. Bancroft + City Streets (CBD)

Please attach all supporting documentation.

Approval:

[Signature] Date: 8/23/18
Police Chief/Designee

Estimated security cost for event \$ 1290.00 per new route - enclosed

[Signature] Date: 8/29/18
Director of Public Works/Designee

Estimated cost for city services \$ 500.00

Disapproval:

Date: _____
Police Chief

Date: _____
Director of Public Works/Designee

Route back to rental facilities department for application package finalization

NOTES: _____

CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

**ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED**

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

<input checked="" type="checkbox"/>	Law Enforcement Personnel	Provided by: <u>City of Fairhope</u>
<input type="checkbox"/>	Barricades ?	Provided by: _____
<input checked="" type="checkbox"/>	Staging	Provided by: <u>SOHO</u> <u>SOHO RENTALS</u>
<input type="checkbox"/>	Tents	Provided by: _____
<input checked="" type="checkbox"/>	Port-o-lets	provided by: <u>BALDWIN PORT O LETS</u>
<input type="checkbox"/>	Special transportation needs	provided by: _____
<input type="checkbox"/>	Special electrical needs:	_____
- 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

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

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

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

- 1. Which street and/or sidewalk do you wish to use? Equality Street (Between Bancroft Section +
- 2. Date Requested: Oct 25 2018 Hours requested from: 4:30 - 8:30 PM
- 3. Renter's Name: Fairhope Witches Ride / Amanda Bacon
 Address: PO Box 1261
 City: Point Clear State: AL Zip: 36564
 Phone Numbers: 251-300-9550 / 251-928-3474 WK
- 4. Purpose of Use: bike ride
- 5. Number of persons expected to attend (adults and minors): 800
- 6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: small stage, tents
port o lets, sound Rental Company: TBD
- 8. Will you need electricity? Yes No For: live music / M.C.
 Will you need water? Yes No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

CLEANING AND CANCELLATION POLICIES

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

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

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

Renter's Signature: Amanda Bacon Date: July 26 2018

City Personnel: John W. [Signature] Fees Paid: \$1,150.00 Date: 8/16/18 Ck. #: 9192 / 1003

-Office Use Only-



August 2, 2018

The Honorable Karin Wilson and Fairhope City Council
City of Fairhope
161 North Section Street
Fairhope, AL 36532

Dear Mayor and City Council Officials,

We are excited to bring the 4th annual Fairhope Witches Ride to downtown Fairhope on the evening of Thursday, October 25th 2018. This whimsical bike ride will benefit FurreverHomes Rescue and help animals through out our area. Last year we raised 20,000.00 to help foster, spay/ neuter and provide medical needs for animals in Baldwin County.

As always, our team will be working closely with the Fairhope Police Department to plan our ride. We have worked closely with Sheri Swartz to plan the route. We are asking for a street usage permit (map attached) for the bike ride for 5:30 -6:00 pm.

With our application, we are asking for one block of street enclosure on Equality Street between North Bancroft and Section Street between the hours of 4:00 -8:00 pm. This area closure will allow an area for witches to gather and line up for our short ride.

We have gathered signatures from all merchants on the route . In years past we have had no objections or conflicts with downtown merchants or residents.

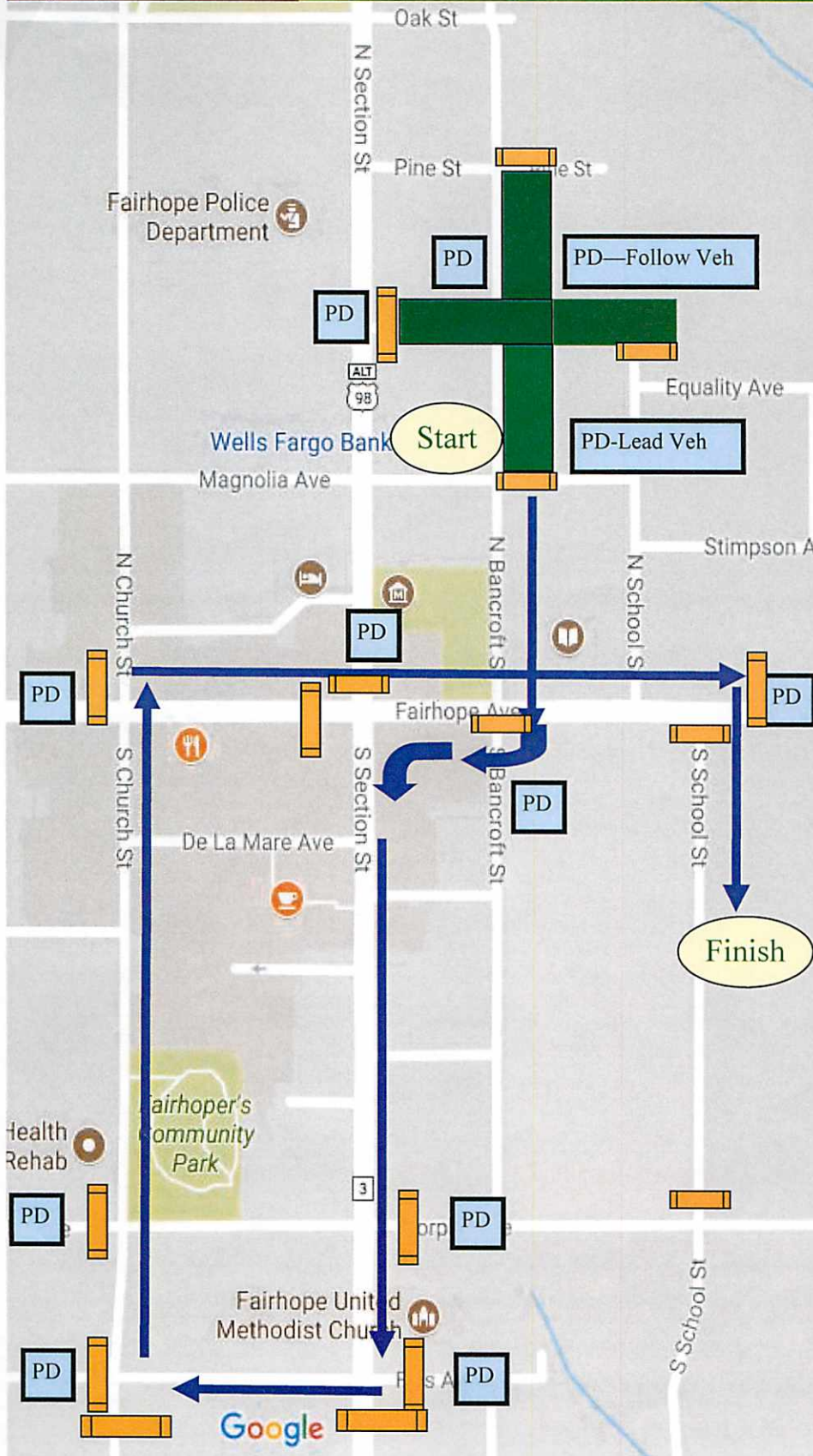
We are looking forward to another successful ride and hope you will all come out and support our witches!

Sincerely,
Amanda Bacon
amandaart@aol.com
cell 251-300-9550

Fairhope Witches Ride

Thursday, October 25, 2018

800 participants
New Route



3p.m. Equality & Bancroft Closes until 6:30p.m.

4:30-5:30 Check-In

5:30p.m. Ride

6:00p.m. Ride Ends

Signs:

- "No Parking After 3p.m or 2:30p.m." signs on Equality from Section to N. School and on Bancroft from Pine to Magnolia
- "No Parking after 5p.m." signs on School St from Fairhope Ave to Morphy Avenue

Orange Barricades with Lights:

- Four (4) at Section-Equality
- Four (4) at Bancroft-Pine
- Four (4) at Bancroft-Magnolia
- Two (2) at Equality-N. School
- Four (4) at Fairhope-S. School
- Four (4) at Morphy-S. School
- Two (2) at Fairhope-Bancroft
- Four (4) at Fairhope-Section
- Two (2) at Fairhope-Church
- Two (2) at Church-Morphy
- Four (4) at Church-Fels
- Four (4) at Section-Fels
- Two (2) at Section-Morphy

PD

• 8 officers 4-7p.m.

• 1 officer 3-7p.m.

• 3 officers 3-8p.m.

TOTAL \$1,290

Date: MAY 14 2014

FURREVER HOMES ANIMAL RESCUE INC
C/O STEVE WILLIAMS
23300 FOUNTAIN ST
ROBERTSDALE, AL 36567

Employer Identification Number:
45-3661443
DLN:
17053280312003
Contact Person: ID# 31954
CUSTOMER SERVICE
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a) (2)
Form 990 Required:
Yes
Effective Date of Exemption:
October 20, 2011
Contribution Deductibility:
Yes
Addendum Applies:
No

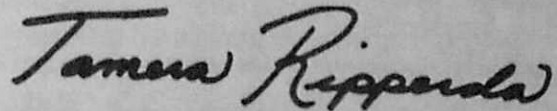
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC

Letter 947



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Myrick Agency 3794 S McKenzie St Foley, AL 36535		INSURED Futurever Homes Animal Rescue 3258 Bellingrath Dr Foley, AL 36535	
CONTACT NAME: Miranda Bennett PHONE: 251-923-4878 FAX: 251-923-4878 EMAIL: miranda@themyrickagency.com ADDRESS: miranda@themyrickagency.com NAIC #		INSURER A: Burns & Wilcox INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

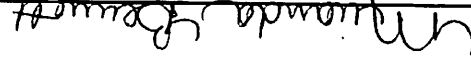
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LT#	TYPE OF INSURANCE	APPT. SUBS.	INSUR. WYD.	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			TBD	10/25/2018	10/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LAB EXCESS LAB RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE (Handwritten in NH) \$						E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Fairhope
PO Drawer 429
Fairhope AL 36533

AUTHORIZED REPRESENTATIVE

 Miranda Bennett

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DATE: 7/3/18

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: _____

Times: _____ - _____

Type of Event: _____

Street(s) to be closed: _____

INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

***NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT. ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	Email	SIGNATURE
1 CAT'S M.COW ^{Daily Daily}	395 Fairhope Ave	251-990-0061	catsmccow.net@gmail.com	[Signature]
2 Stowe's Jewelers	393 Fairhope Ave	251-928-5349	stowesjewelers@earthlink.net	[Signature]
3 Tiny Town	337 Fairhope Ave	251-928-0220		[Signature]
4 Fantasy Island	335 Fairhope Ave	251-928-1720	fantasyislandtoys@gmail.com	[Signature]
5 Brenny's Jewelry	333 Fairhope Ave	928-3914	brennysjewelryco@aol.com	[Signature]
6 M.A.M. BAKERY	325 Fairhope Ave	251-517-8302		[Signature]
7 Simply Divine	319 Fairhope Ave	251-990-9764	simplydivineboutique.com	[Signature]
8 SAGE	319 Fairhope Ave	251-517-7536	WWW.SAGEBOUTIQUE.COM	[Signature]
9 Fairhope Sundries	315 Fairhope Ave	251-519-0550	preper.patt@gmail.com	[Signature]
10 Bone & Barrell	311 Fairhope Ave	990-0782		[Signature]
11 Another Broken Egg	300 Fairhope Ave	251-210-6901		[Signature]
12 Utopia	300 Fairhope Ave	251-928-9294		[Signature]
13 La Robe	300 Fairhope Ave	251-990-4700		[Signature]
14 Villa Decor	306 Fairhope Ave	251-928-9295	villadecorlife@gmail.com	[Signature]
15 Italian Downtown	312 Fairhope Ave	251-990-5535	italiandowntowndecor@gmail.com	[Signature]

Person(s) responsible for collecting and authenticating above signatures: Name Khaki Bates
 Phone (251) 895-7141

DATE: 7/3/18

	NAME	ADDRESS	PHONE	Email	SIGNATURE
16	OKcollection	310 Fairhope Ave	251-990-9001	elizabeth@okcollection.com	Elizabeth Fry
17	Sway	324 Fairhope Ave	251-990-2282	swayfairhope@gmail.com	White garden
18	Shoefly	326 Fairhope Ave	929-3239	shoeflygirl@gmail.com	M. W. ...
19	Adrenaline	328 Fairhope Ave	990-0699	2004adrenaline@gmail.com	Bill
20	Hertha's	330 Fairhope Ave	928-4866	herthassecondedition@	L. Miller
21	The Picture Show	334 Fairhope Ave	251-979-6390		Bleauk Price
22	R Bistro	334 Fairhope Ave	585-813-1874	Rbistrofairhope@gmail.com	John
23	Fairhope STC	336 Fairhope Ave	251-928-8162	transfers@fairhopesingletax.com	Pam Hill
24	M & F Casuals	330 Phope Ave	251-928-5564	mfcasuals@gmail.com	Carol Williams
25	Cybele's	382 Fairhope Ave	251-928-4454	Cybelas@att.net	Jim
26	Gallery by the Bay	386 Fairhope Ave	251-929-2015	gallerybythebay.net	
27	Fairhope Pharmacy	378 Fairhope Ave	251-928-8822		M. Custer
28	Christina Paul Corner	398 Fairhope Ave	251-928-8822		M. Custer
29	Gibi & Jays	400 Fairhope Ave	251-928-2011		M. Jewell
30	Verum & Veret	407 Fairhope Ave	251-928-5508		Paul P. Swing
31	The First, ANOA	408 Fairhope Ave	251-990-6474		Ally
32	Locals	410 Fairhope Ave	251-517-9043		
33	E. Gilbert	Fairhope	990-0232	Copper Roof	Eddie Hill
34	Julwin's	411 Fairhope Ave	251-990-9372		Julwin
35	Back on the Rack	407 Fairhope Ave	251-210-4660	backonthetrackfairhope@gmail.com	Phyllis
36	Andree's	403 Fairhope Ave	251-928-8863	andreeswct@bellsouth.net	Jane White
}	Postnet	10 N. Section St	251-928-1999	postnet@108.com	John Hill
	FRG	11 N. Section	251-990-8888		K.B.
	Antique Art	15 N. Section	251-928-2045	ahoy1045@aol.com	Betty Higgins

Person(s) responsible for collecting and authenticating above signatures: Name _____
 Phone _____

1878-1879
R. B. ...

(11)

The first ...

...

DATE: 7/3/2018 // 7/18/18

NAME	ADDRESS	PHONE	Email	SIGNATURE
Master Joe's	21 N. Section St.	(251) 928-8668	elizabethmiller018@gmail.com	[Signature]
Hampton Inn	23 N. Section St.	(251) 928-0956	_____	[Signature]
East Bay Clothiers	39 N Section St.	251-928-6699	tracy@eastbayclothiers.com	[Signature]
BBVA Compass	36 North Section	(251) 990-7600	hanna.elliott@bna	[Signature]
Flora Museum	24 No. Section	928-0919	lyterawoner@ab.com	[Signature]
Hand Arendall Harrison-Salz	71 N. Section	990-0079	mmuncher@arendall	[Signature]
Knu Spa	59 North Section	251 529 5877	_____	[Signature]
Regions MTG	55 b N Section	251-210-3517	bmontgomery@regions.com	[Signature]
Regions Bank	55A N. Section	251-210-3512	lisa.tierce@regions.com	[Signature]
ASITURST MEMBER	59 N SECTION	251 929 2150	RANDY@ASITURSTAND	[Signature]
Thyme on Section	33 N Section St	251 990-5635	Thymeonsection.com	[Signature]
Mia Muench	50 N. Section St.	251-929-3030	mia.n.muench@univ	[Signature]
37 MICHELE STAZER	27 S. Section St	251-928-8172	thecolonyshop	[Signature]
38 RIVERBEND	255 SECTION	928 1770	_____	[Signature]
39 Gailie Burch	25 South Section	251. 929. 3275	burchgailie@gmail.com	[Signature]
40 LIVING WELL	25 S. SECTION	251-279-0690	elizabeth@livingwell	[Signature]
41 Bart Underwood	21 S Section St.	251-990-5558	ablaw.com	[Signature]
42 Susan's Salon	19 S Section	251-269-3191	mollykirchoff@phoe.com	[Signature]
43 Sadies	5 South section	251-929-3272	sadiesoffairhope@gmail.com	[Signature]
44 Bank Inn	15 S. Section	928-3664	_____	[Signature]
45 7 SOUTH	7 SECTION	(859)-621-6223	_____	[Signature]
46 Fairhope Artists Gallery	18 S. Section	251-721-3742	_____	[Signature]
47 Crown + Colony	24 S Section St	928-4808	crownandcolony@gmail.com	[Signature]
48 Paged Palette	32 S. section St	605-6976	_____	[Signature]
49 Sharon Davis	40 S. Section	990-8858	sharon@bass	[Signature]

NA

Person(s) responsible for collecting and authenticating above signatures: Name Khaki Bates
 Phone 251 805 7141

The following program is designed to calculate the sum of the squares of the first 100 natural numbers.

DATE: 7/18/18

	NAME	ADDRESS	PHONE	Email	SIGNATURE
50	Baystyle	5250thsec st.	2519290406		
51	Ibrow Ink Microb.	52 S Section St	2512848813		
52	Willcins Miller	56 S. Section St	251-410-6790		
53	McKHLHC	70 S. SECTION ST #4	251-990-06200	becky.cuthlar@architecture.com	
54	SUZIE Q'S RETRO ^{PC} (Rem)	70 S. SECTION ST #3	251-990-4284		
55	Greens	75 S Section St	251-928-8029	greens.com	
56	PNiBunde	9 S Section	251 9283421		
57	Or. Music	35 S. Section	251 990-3412		
58	ManeH Salon	59 S Church	928-1105		
59	Give a Doga Bone Molly Beasley	59 S. Church	929-1800		
60	Baxter Ferguson	41 S. Church	928-6228		
61	DRAGONFLY	7 S Church	990-5722		
62	FLYBAR	↓	990-5722		
63	SS Eyes	7 South Church	929-0015		
64	Private Gallery	218 Fairhope	990-4555		
65	Fairhope Sweet Shop	218 Fairhope Ave B ^{Suite}	205-919-6414		
70	W. Smar Jewelry	2 S Church	928 5832		
71	Fairhope Estate Jewelry & Coin Co	2 S. Church St Suite B	990-3800		
72	Wink Lily Salon	25 Church St Suite B	3674539		
73	Prize Beauty	60 S. Church	990 0299		
74	Habitat Hair	60 S. Church	928-8899		
75	Yvonne's Reale	50 S Church	929-2555		
76	WILDFLOWERS	50 Church	928-6200		
77	The waggly tail	16 S Church	928-2530	fairhope@the waggly tail.com	
78	Church mouse	14 S. church	928-1619		

Person(s) responsible for collecting and authenticating above signatures: Name Khaki Bates
 Phone 718/10

DATE: 7/25/18

NAME	ADDRESS	PHONE	Email	SIGNATURE
Village Style Shop	10 S Church St	928-5643		M Williams
Fair Hope K Studio	8 S Church St	251-281-7755		[Signature]
EXIT Realty	8 S Church St	678-310-4195		[Signature]
Fair Hope Health + Rehab	108 S Church St	928-2153		[Signature]
Center for Adult Living	150 S. Church	928-5363		[Signature]
Carlotta McLaughlin	301 Tola	604-265 928-7700		[Signature]
First Church of Christ Scientist				[Signature]
Pa Shoe Outlet	385 Tola	990-9740		[Signature]
Panda's Antac Serve	152 S Section St.	928-7821		[Signature]
Carhopume	1535 S. Section	928-1148		[Signature]
Law Office Wendy Pica	140 S Section St	251-928-1499		[Signature]
The Citizens Bank	104 S. Section St	251-928-9605		[Signature]
Venue	105 S Section	615-5797210		[Signature]
Bauch's Premium	77 S. Section	251-517-9226		[Signature]
Dora Roccia	60 N Section St	251-928-1915		[Signature]
Joe	414 EQUALITY	251-455-0132		[Signature]
Mary Ann's Deli	85 North Bancroft St	(251) 928-3663		[Signature]
Ox Kitchens	" "	(251)-990-8533		[Signature]
Julia Bulwiz	128 N Bancroft St	210-6999	bulwiz@yahoo.com	[Signature]
Bayside Regenerative Medicine	100 N Bancroft St.	251-517-1050		[Signature]
Kaurav Vohra	100 N. Bancroft Sulek St			[Signature]
Bluttenfly	103A N. Bancroft	990 9934		[Signature]
Soul Shop	107B N Bancroft	775-4597		[Signature]
Southern Kranda	105 N Bancroft St.	928-4433		[Signature]

sharon
2000
2000
2000
2300

apts above

Person(s) responsible for collecting and authenticating above signatures: Name Khaki Parth 7/25/18
Phone kranda@comcast.net

DATE: 7/27/2018

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: Thursday, Oct 25 2016 Times: 5:00 -- 8:30

Type of Event: Halloween Bike Ride fundraiser

Street(s) to be closed: Equality Street Between Bancroft and Section

INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

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ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.

NAME	ADDRESS	PHONE	SIGNATURE
Nell Shuler	414 Equality	415-8132	
M. Shuler	101 N. Bancroft	928-5100	
Wilken Law	601 N. Section	422-5424	
Wendell Mark			
FPL LIBRARY	501 FAIRLOPE	928-7433	Rob Durlan
MAC ARTISTS	505 FAIRLOPE	928-1910	M. D. M.
WALCOTT ADAMS	15. SCHOOL ST	928-6041	Cindy Saxon
Carol Ann School St. School	54. SCHOOL	423-8069	[Signature]
SUZANNE PAUL	63 SCHOOL	232-8174	[Signature]
SUZANNE PAUL	65 SCHOOL	232-8174	[Signature]
BETTY SUDEN	107 SCHOOL	928-5912	Betty Suden
ECOT ROBERT	102 Bancroft	928-5300	Kelly L. Roll
Wendell Mark	601 S. Bancroft	928-1173	[Signature]
Keisha Kattenbach	812 S Bancroft	359-2555	Keisha Kattenbach
Betty Kiper	6 S Bancroft	233-0203	[Signature]
Wendell Mark	601 S Bancroft		[Signature]

Person(s) responsible for collecting and authenticating above signatures: Name _____
Phone _____

September 18, 2018

Ted and René Mashburn
59 North Summit Street
Fairhope, Alabama 36532

SEP 18 '18 PM2:11



Fairhope City Council Members,

We are writing to request a partial street closure for Atkinson Lane on Saturday, October 13th from 7am until midnight. The street will have clearance for emergency vehicles at all times during the course of the closure.

The purpose of the closure is to ensure the safety of those who will be attending a 6pm to 10pm neighborhood social, as well as all who will be involved in working on the social during the course of the day – i.e. caterers, stage and sound/light personnel, musicians, etc.

We would like to request the barricaded area to start at the corner of Atkinson Lane at North Summit Street and continue for 250 feet between the Carlton, Allen and Mashburn residences. The Carlton and Allen residents have given their full consent for the closure, as their properties (driveways, parking areas) will also be involved in the festivities. No other properties on Atkinson Lane will be affected by the closure as there are two other exits on the street (Boise Lane and Bayview).

To avoid an excessive crowd, (most will be foot traffic from the neighborhood) attendance is by invitation only. We expect approximately 250 guests.

Thank you for your consideration.

Cordially,

Ted and Rene' Mashburn