



CITY OF FAIRHOPE
CITY COUNCIL PACKET FOR PRESS
DISCLAIMER

PLEASE TAKE NOTICE:

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

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

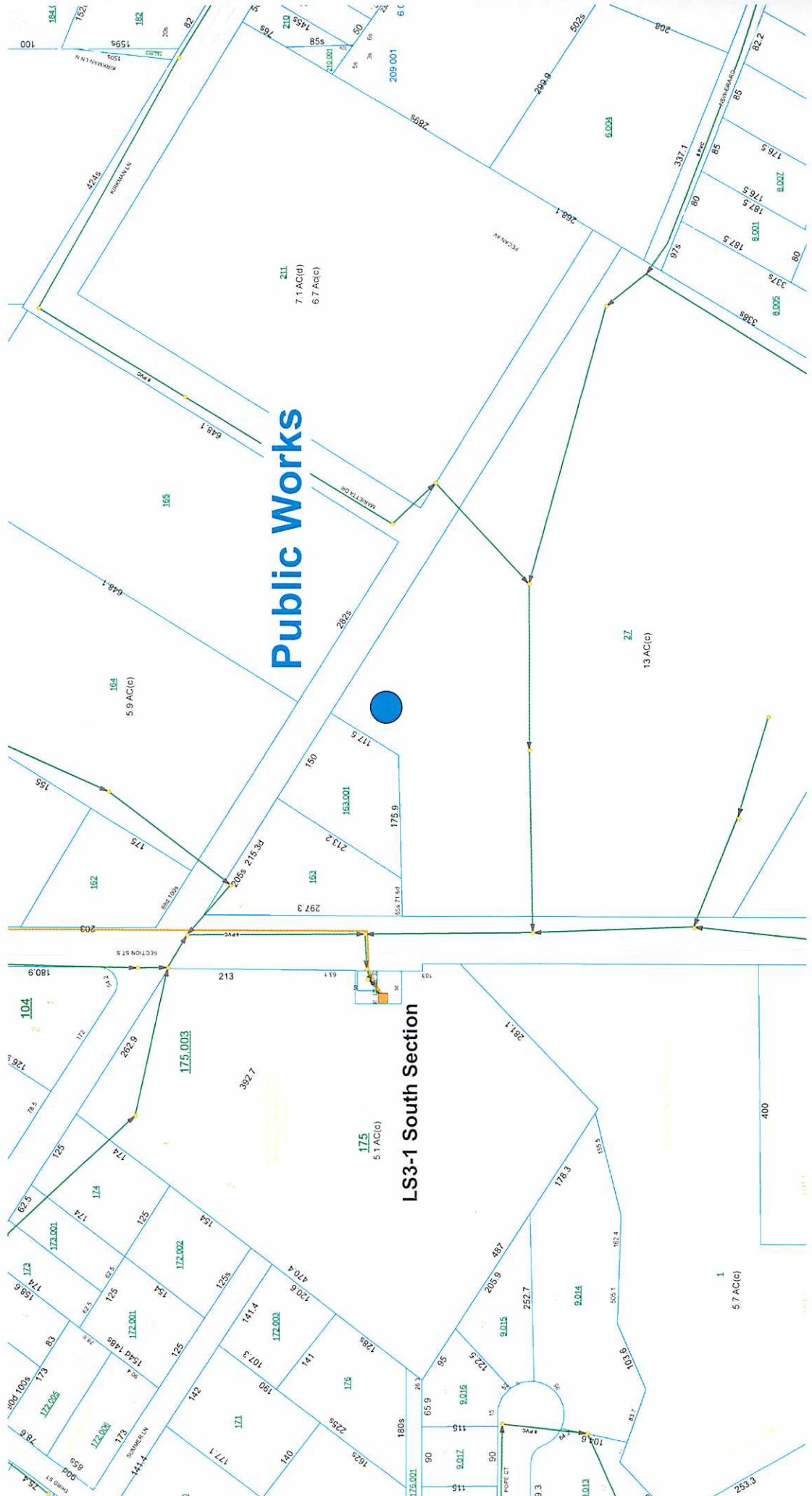
**THIS PACKET DOES NOT CONTAIN
FINAL AND/OR APPROVED
MINUTES, RESOLUTIONS OR ORDINANCES.**

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

MONDAY, 25 FEBRUARY 2019 – 4:30 P.M. – COUNCIL CHAMBER

1. Present Proposed Side Stream Storage Project; Storage Facilities at South Section Street, Twin Beech, Quail Creek, and the Woodlands – Richard Peterson
2. Discussion of School Tax Overlay District
3. Discussion of Assessing Repairs at the Welcome Center
4. Committee Updates
5. Department Head Updates/Grant Updates

Next Regular Meeting – Thursday, March 7, 2019 - Same Time and Place



Public Works

LS3-1 South Section

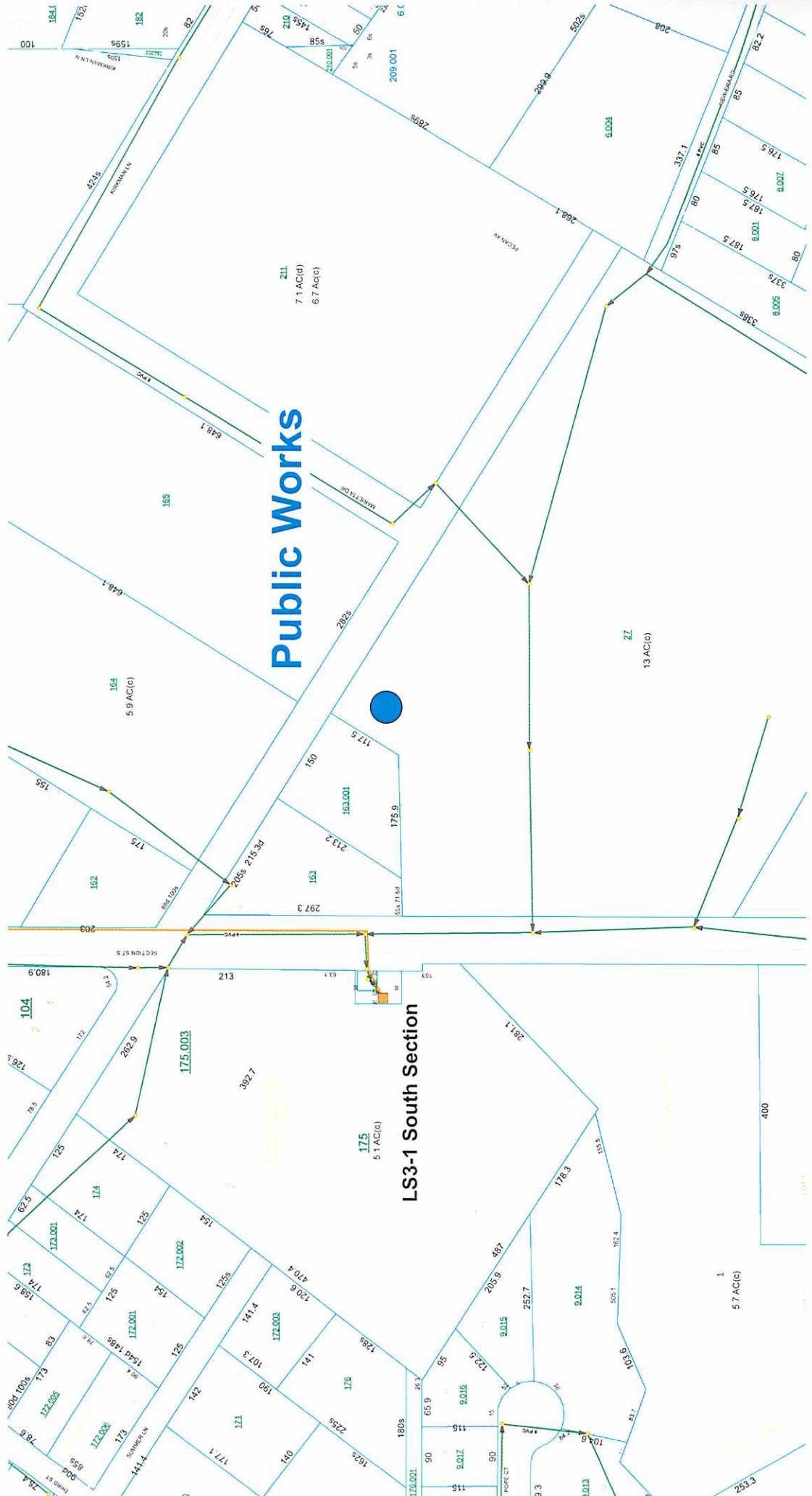
211
7.1 AC(d)
6.7 AC(c)

27
13 AC(c)

164
5.9 AC(c)

175
5.1 AC(c)

1
5.7 AC(c)





Twin Beech Rd

LS2-1 Twin Beech

37.003

60 AC(c)

TANK Connection - RTP (rolled, tapered panel) Tank Erection Process keeps Field Crews on the Ground!

A safe work environment is a top priority in all industries. Whether you work in an office, a manufacturing plant, or in field construction, safety is a factor that must be monitored continuously. Innovations to enhance safety are sought after in each industry. ***That's why Tank Connection, the leader in storage tanks/silos and integrated storage systems, has developed the top rated field construction process in the tank industry today. Our synchronized jacking process is recognized as the #1 field construction process for bolted tank installation worldwide.***

Field-erected bolted tanks began decades ago in the "oil patch" territories. Tanks were developed utilizing steel panels that were formed in the shop and shipped to the field for bolted assembly. This methodology transformed through the years to include designing these tanks to store other liquid and dry bulk materials. However, with this transformation, the field construction techniques used have never been considered safe construction practices.

In the past, tank constructors used scaffold brackets and wooden planks to scale the exterior of the tank during construction. Depending on the tank height, workers would be several stories off the ground with minimal safety restraints including tie-off lines and harnesses. In today's industrial market, plant managers must ensure the safety of all workers on site. This is why Tank Connection has taken the safety of bolted tank construction to a new . . . unmatched level of field performance.

By utilizing a series of synchronized, hydraulic screw jacks at grade level, workers do not have to leave the ground to install a field-erected bolted RTP tank. The system is carefully designed for each application, taking into consideration the tank diameter, height, dead weight, wind conditions and other parameters. Tank Connection is also the manufacturer of this proprietary jacking system.

Engineers, plant managers, and safety trainers all tout the safety aspects of our field construction services. One safety coordinator at a major chemical plant stated, ***"We have taken the old method of tank installation and made it into a training session of what not to do."*** Tank Connection has developed the only tank construction process available in the marketplace today that can be considered "safe field construction".

Regardless of the tank size, Tank Connection's jacking system has become the preferred choice for field-erected bolted tanks worldwide.

A pictorial review follows . . .

A. Tank installation begins with the “starter” ring that is anchored to the foundation. Next, the tank jacks are located in position.



Dry Bulk Tank – Base Anchor Ring



Potable Water Tank - Base Setting Anchor Ring

B. Field installation begins with the top ring of the tank attached to the synchronized hydraulic screw jack system. The specialized jacking system is anchored to both the concrete foundation and the tank “starter” ring.



Dry Bulk Panel Installation



Potable Water with Aluminum Dome

C. Sidewall sheets are added from the ground level until each ring assembly is completed. The installed tank structure is then raised with the jacks and the next lower ring assembly is installed.



Dry Bulk Hopper Tank



Potable Water with Steel Bottom

D. At any time, the tank can be lowered and attached to the “starter” ring to allow anchorage for leaving the tank overnight, over the weekend or in the event of sudden increase of wind or storm.



Wastewater Tank Application

TANK CONNECTION, LLC

WWW.TANKCONNECTION.COM

3609 N. 16TH, PO BOX 579, PARSONS, KANSAS 67357
620.423.3010 FAX: 3999

E. Bulk storage tanks can be built at grade level and lifted as single units for attachment to elevated structures.



Mass Flow Hopper Tanks

F. The specialized jacking process is versatile and allows the attachment of baffles, aluminum domes and other tank appurtenances prior to lifting process.



Clarifier

G. This hydraulic screw jack system is manufactured exclusively by Tank Connection. TC has stationed hundreds of jacking units globally to meet immediate customer service needs.



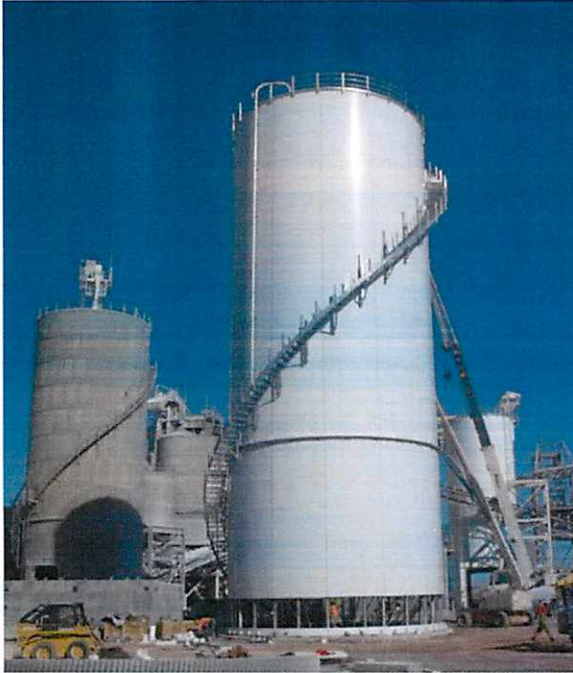
The steel screw shafts are mounted in extruded aluminum frames. The gear box is located at the base of each jack. Drive shafts attach at base, between jacks, to maintain a synchronized lifting process.

TANK CONNECTION, LLC

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H. Bolted RTP tanks of any size can be jacked from grade level. The number of jacks required is directly correlated to tank design parameters, tank size and lifting weights.



Bolted RTP construction installs in 1/3 the time required for field-weld tank construction.

I. Tank Connection's field construction services are recognized as #1 in the bolted tank industry. TC is also recognized for setting a new benchmark of performance in bolted RTP tank fabrication and integrated storage solutions.



Truck & Rail Drive Through Designs



Anaerobic Digester Tanks

TANK CONNECTION, LLC

WWW.TANKCONNECTION.COM

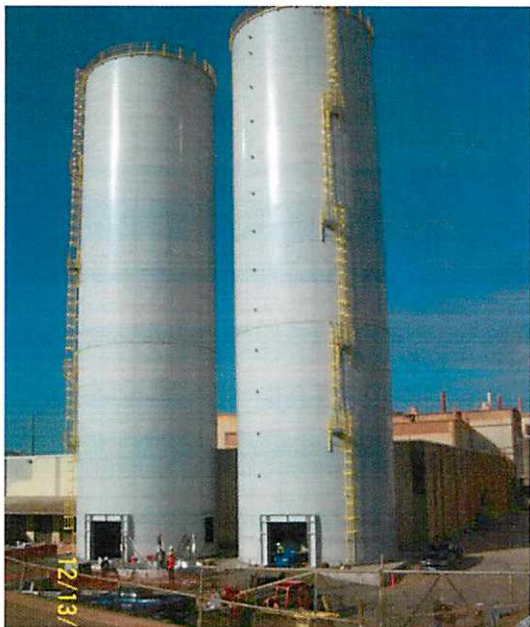
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Storage Tanks – Field Installation Services

Tank Connection Affiliate Group (TCAG) offers all types of storage tank construction in the field. With over 20 construction crews in the field, specialized in different types of tank construction and related field services, TCAG provides the best, most experienced field installation services available for integrated storage systems.

TCAG also has direct factory supervisors available to supervise “local labor” crews at both domestic and international locations. Our bolted RTP (rolled, tapered panel) tank construction can be installed at any remote location worldwide by utilizing our special synchronized jacking process. As shown in this document, this process allows large dry bulk and liquid storage tanks to be jacked from grade level, while field installation crews remain on the ground. Tank Connection receives the highest marks in the industry for safety and quality control in the field.



Tank Connection is the global leader in bolted RTP storage tank applications and field construction processes. Our storage products and services are shipped and installed worldwide!

“GET CONNECTED” with the industry leader in storage, Tank Connection. You can’t specify or procure “BETTER THAN THE BEST” in the industry!

For more information about Tank Connection, visit us at www.tankconnection.com.

TANK CONNECTION, LLC

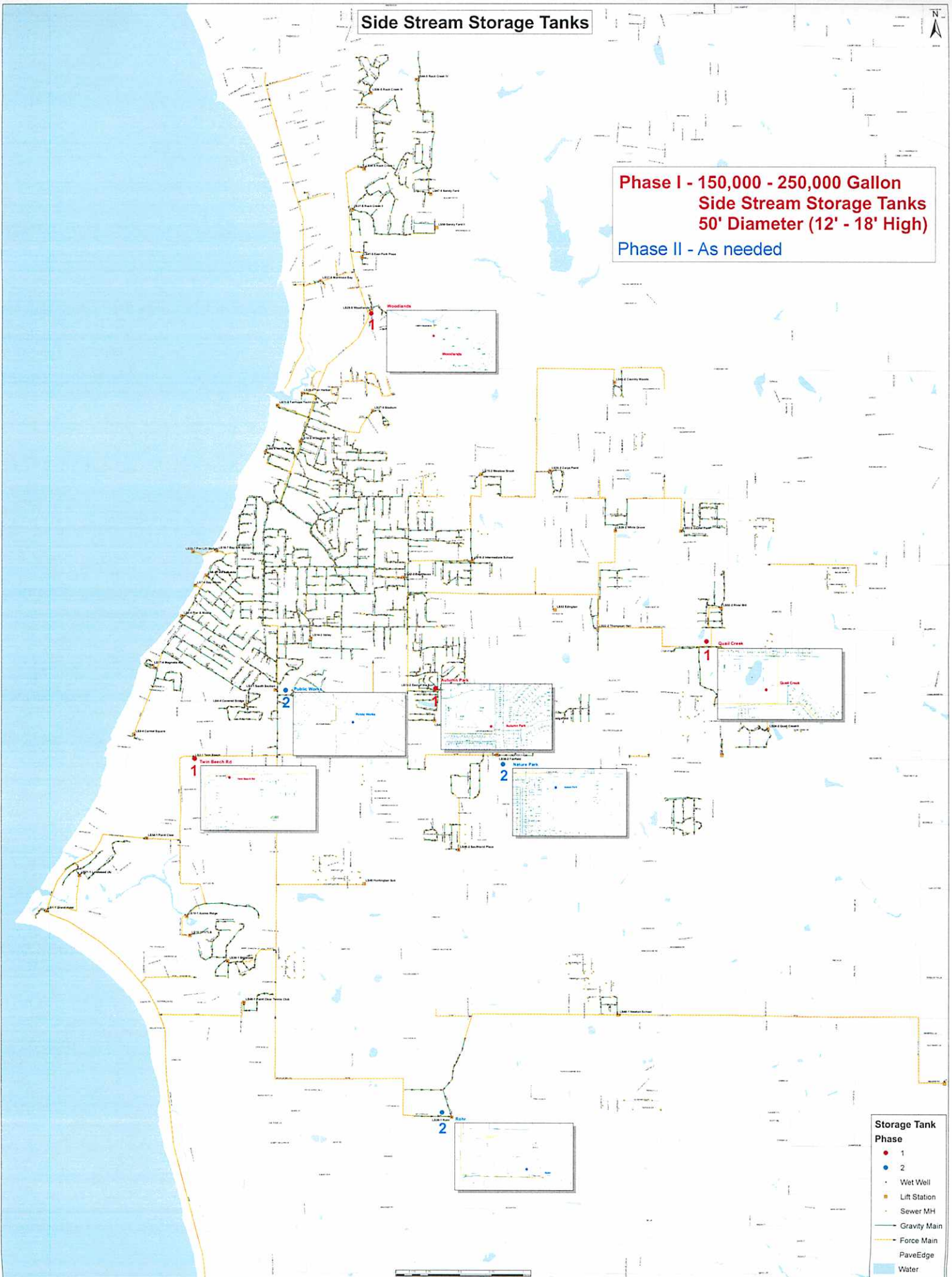
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Side Stream Storage Tanks



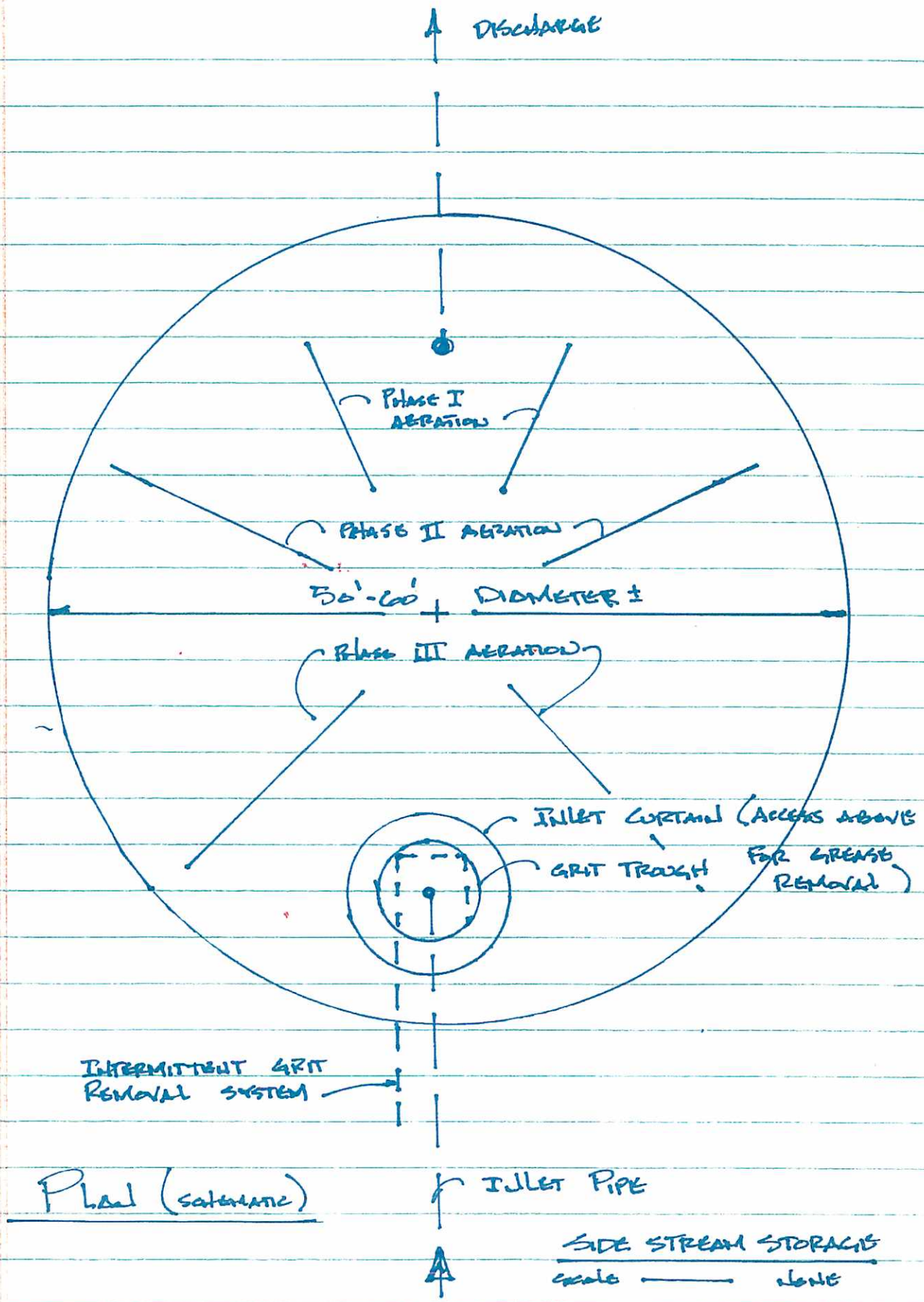
**Phase I - 150,000 - 250,000 Gallon
Side Stream Storage Tanks
50' Diameter (12' - 18' High)**
Phase II - As needed



Storage Tank Phase

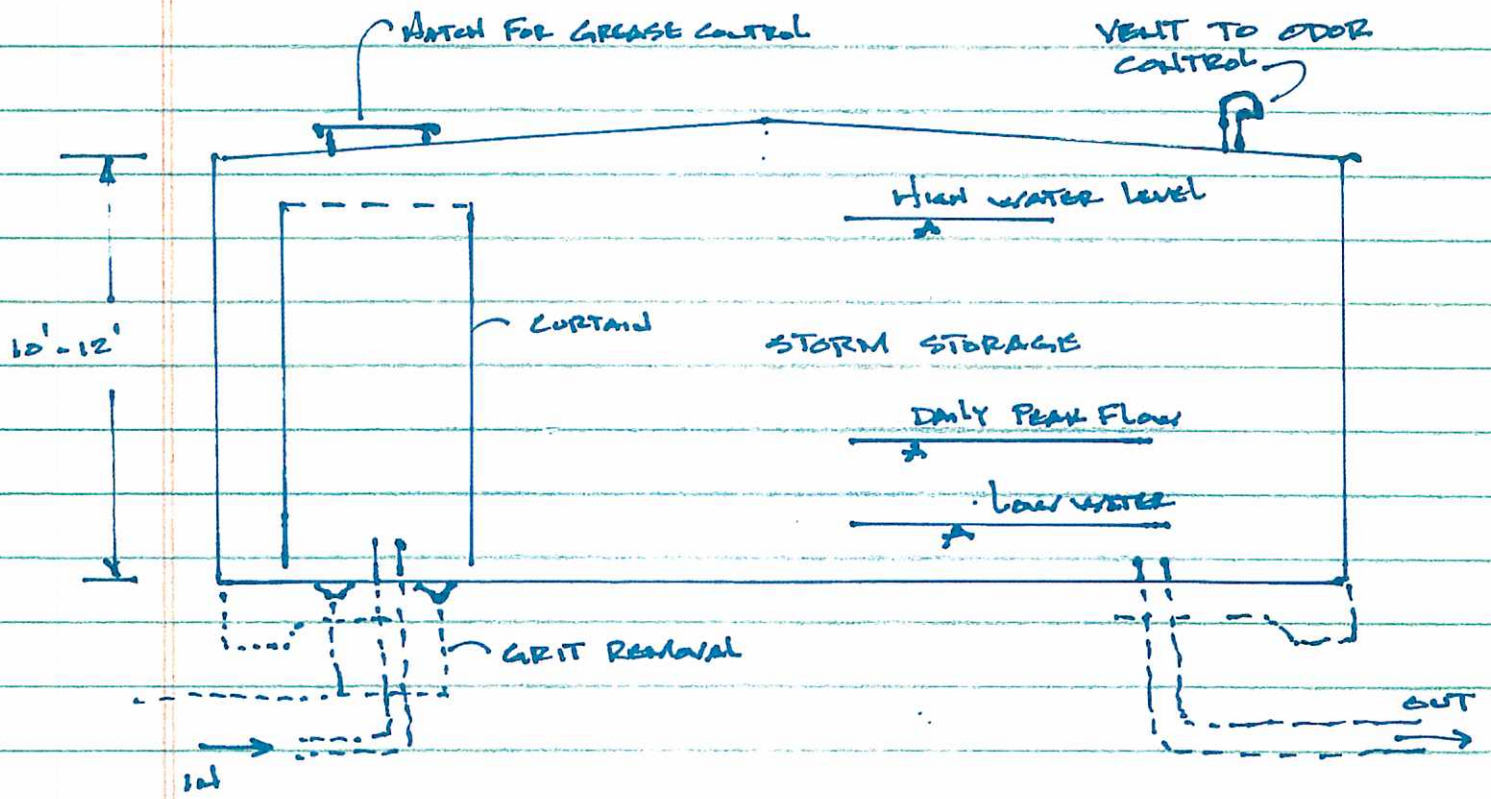
- 1
- 2

• Wet Well
■ Lift Station
○ Sewer MH
— Gravity Main
— Force Main
— PavEdge
■ Water



Plant (satellite)

SIDE STREAM STORAGE
scale ———— LINE



SECTION

SIDE STREAM STORAGE
SCALE ————— FEET

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 25 FEBRUARY 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 11 February 2019 Regular City Council Meeting, minutes of 11 February 2019 Work Session, and minutes of 11 February 2019 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** - An Ordinance adopting New Building, Mechanical, Plumbing, Fuel and Gas, Fire and Electric Codes
6. **Public Hearing** Ordinance – Ordinance - Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article III Zoning Districts, Section B. Allowed Uses, Table 3-1: Use Table be hereby amended to show Public Utilities as an allowed use permitted only on appeal and subject to special conditions in all zoning districts.
7. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Fairhope Single Tax Corporation and JFL Holdings, LLC from B-1 Local Shopping District to B-2 General Business District. This property is generally located at the southeast corner of the intersection of S. Church Street and De La Mare Street, at 51 S. Church Street, Fairhope, Alabama. PPIN #: 15272.
8. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Superb Foods, Inc. R-1 Low Density Single Family Residential District to M-1 Light Industrial District. This property is generally located on the south side of Nichols Avenue across from Hawthorne Glenn Subdivision, Fairhope, Alabama. PPIN #: 206820 and 214349.
9. **Final Adoption** – Ordinance – Annexation – The property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership, to be known as North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. 46-02-03-0-000-004.000 and 46-02-03-0-000-002.000 (Portion of); and to zone as R-1 Low Density Single-Family Residential District. (Introduced at the January 14, 2019 City Council Meeting)

10. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #98367. The property to be known as part of North Hills at Fairhope. (Introduced at the January 14, 2019 City Council Meeting)
11. Resolution – That the Fairhope City Council hereby accepts the Gift of the Cattail Pond Sculpture to the City of Fairhope from Constance Barkley Lewis valued at \$6,700.00.
12. Resolution – Accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Phase 4 of Golden Oaks at Firethorne for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Firethorne Development, LLC.
13. Resolution – To Reject all Bids for Dredging of the Main Channel--Fly Creek for the Public Works Department (Bid No. 008-19); and authorize to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).
14. Resolution –That the City of Fairhope has voted to purchase Annual Service Agreement for the Dispatch Console for the Fairhope Police Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): “Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.” The cost will be \$25,389.92.
15. Resolution – That the City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the Professional Architectural/Engineering Services for Construction Administration Time which has been a requirement of the project due to unforeseen conditions discovered and repaired during construction (Repairs to Library Structure 2017) Project No. PW007-17 (PS016-17); and authorizes Mayor Karin Wilson to execute Amendment No. 2 to the Contract with a not to exceed \$9,548.35 (with a new total not-to-exceed amount of \$123,482.35).
16. Resolution – That City Council approves Sawgrass Consulting, LLC for an increase to the Professional Engineering Services for Drainage Repairs on Fels Avenue (PS001-19) to cover CE & I services for this project; and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$5,600.00 (with a new total not-to-exceed amount of \$12,600.00).
17. Resolution – That City Council approves the selection of CH2M Hill Engineers (Jacobs Engineering) for Professional Engineering Services to provide Update of the Water Distribution System and verify data used in the Model, Model Calibrations and Hydraulic Analysis of the Water System; approves and accepts the not to exceed amount of \$65,000.00; and hereby authorizes Mayor Karin Wilson to execute a contract with CH2M Hill Engineers (Jacobs Engineering) for same.

18. Resolution – To Award Bid for Fels Avenue and George Street Intersection Improvements for the Public Works Department (Bid No. 010-19) to E-J Builders with a total bid proposal of \$66,662.00.
19. Resolution – That the City of Fairhope has voted to purchase a 2019 Ford F250 Super Cab 4x2 Pickup for the Public Works Department (Sanitation Division); and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The total cost is \$26,724.00.
20. Resolution – That the City of Fairhope has voted to purchase a 2013 4-Cylinder John Deere Tractor for the Public Works and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$53,000.00
21. Resolution – That the City of Fairhope approves the procurement of (58) Fifty-Eight 700mhz Project P25 Voice Pagers for the Fairhope Volunteer Fire Department, to be purchased from CES Team One Communications, Inc. as Manufacturer and Sole Source Provider in the State of Alabama for Unication USA, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(13) with a total cost of \$44,474.80.
22. Resolution – That the City of Fairhope has voted to procure a New Western Star 4700SB Chassis with New Way Sidewinder XTR 22-yard Automated Side Loader for the Sanitation Department; and the equipment is available for direct procurement through the Sourcewell f/n/a National Joint Powers Alliance contract (Bid No. 08716); and therefore, does not have to be let out for bid. The total cost is a not-to-exceed amount of \$235,000.00 including freight; and the City Council hereby repeals and replaces Resolution No. 2981-18.
23. Resolution – That the City of Fairhope requesting the Alabama State Legislature to oppose Senate Bill 23 regarding the Police and Planning Jurisdictions.
24. Request – Poenta Luckie, The Fairhope Rotary Club Foundation, requesting approval of Rotary Steak Cook-Off on May 10, 2019 for street closures Bancroft between Fairhope Avenue and Morphy; and Johnson Street between Section and Bancroft; from 3:00 p.m. to 11:30 p.m.; and approval to allow alcohol on City streets; alcohol contingent upon ABC license and approval.
25. Public Participation – (3 minutes maximum)
26. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, February 25, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, February 25, 2019 – Council Chambers**

Next Regular Meeting – Thursday, March 7, 2019 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 11 February 2019.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Pastor William Parsons of Redeemer Lutheran Church, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 28 January 2019, regular meeting; minutes of the 28 January 2019, work session; and minutes of the 28 January 2019, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Municipal Pier damage due to Hurricane Nate needs to be up to code with new circuits, transformer, etc. Preconstruction meeting was held last Thursday;
- 2) Fairhope Local Committee;
- 3) Fairhope Fiber Service Study and Survey;
- 4) February 16, 2019 is Arbor Day Celebration from 10:00 a.m. to 12:00 p.m. at Coastal Alabama Community College;
- 5) Keepin' it R.E.A.L. (Refuse Explain Avoid Leave Program) is a school-based prevention program designed to reduce substance use and promote anti-drug attitudes and norms; and Office Bunky Bishop is using this in our school;
- 6) Jill Cabaniss found a grant reimbursement that need to be handled.

Councilmember Brown mentioned the Education Advisory Committee and the Special Tax District being discussed. This will be a vote for a 3-mil tax for our feeder pattern. He gave an example of a \$300,000.00 home and a 3-mil tax would be \$90.00 more per year.

Councilmember Conyers stated that the Fairhope Environmental Advisory Board met on February 8, 2019. He also mentioned the following items: 1) Boatyard lease and focus on clean and resilient marina; 2) looking into a full time technical staff; 3) mentioned Historic Preservation Committee and Library Board moving its time; and Fairhope Kiwanis Club and Fels playground repairs, repainting, and merry-go-round.

11 February 2019

Council President Burrell announced that we were not approved for the Hatch Grant; and we will still press forward with the purchase of the property. He mentioned Chris Elliot's Bill to force Cities/Towns to pull back their Police Jurisdictions which will reduce revenues \$1.5 million dollars. Council President Burrell stated Mr. Elliott is saying this is taxation without representation. He said we need to send a letter to Montgomery in opposition of this Bill; and is adamantly against this Bill.

Councilmember Conyers moved to revise the Planning Commission Terms for Councilmembers. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3308-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00.

Adopted this 11th day of February, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Baldwin Pops for an appropriation of \$6,000.00, in-kind services in the amount of \$13,410.00, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior to those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope. The City Council hereby repeals and replaces Resolution No. 3253-18 adopted on November 26, 2018. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3309-19

WHEREAS, contract shall be executed between the City of Fairhope and the Baldwin Pops, making an appropriation of \$6,000.00, in-kind services, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City's July 4th celebration and the Founder's Day Concert and when available participates in the Veteran Day parade.

WHEREAS, the following is the breakdown of the four concerts and total in-kind services in the amount of \$13,410.00:

February Concert, Civic Center

- \$2000 Concert fee
- \$810 Facility rental fees (in-kind services)
- **Total: \$2810.00**

July Concert, Bluff

- \$2000 Concert fee
- \$200 Facility rental fees (in-kind services)
- \$4000 [staging, sound, portables]
- Total: \$6200.00**

May Concert, Bluff

- \$2000 Concert fee
- \$200 Facility rental fees (in-kind services)
- \$4000 [staging, sound, portables]
- Total: \$6200.00**

October Concert, Bluff

- \$200 Facility rental fees (in-kind services)
- \$4000 [staging, sound, portables]
- Total: \$4200.00**

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2018 and ending 30 September 2019; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of \$6,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Baldwin Pops.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City Council hereby repeals and replaces Resolution No. 3253-18 that was adopted on November 26, 2018.

ADOPTED this 11th day of February, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Anthem Oaks Subdivision for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Anthem Development, LLC. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3310-19

WHEREAS, the Owners of Anthem Oaks Subdivision desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2657-B accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Director of Operations has indicated that the improvements meet City requirements, and;

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

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

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

Adopted, this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Camellia at the Colony for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher's Retirement System of Alabama. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3311-19

WHEREAS, the Owners of Camellia at the Colony desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2652-D accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Director of Operations has indicated that the improvements meet City requirements, and;

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

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

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

Adopted this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby supports of Protecting Local Control over Public Streets and Public Assets and a Call on Congress to Reaffirm Such Local Control by Reversing Recent FCC Actions Related to Wireless Facilities by Enacting H.R. 530. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3312-19

WHEREAS, local governments have long been the stewards of local public streets and public assets (such as street lighting) vital to ensure the free flow people and goods and to maintain vibrant communities; and

WHEREAS, local governments have long advocated for universal access to reliable, high-speed broadband services, as these services are critical for the delivery of education, economic development, employment, and a variety of essential services necessary for success and progress in the 21st century; and

WHEREAS, local governments have been leaders in developing innovative solutions for ensuring reliable, high-speed broadband wireline and wireless services are widely available in their communities through their management of public streets and of other public assets in a manner that balances the competing interests and needs of various constituents; and

WHEREAS, by means of orders issued on August 2, 2018 and September 26, 2018, the Federal Communications Commission took unprecedented, sweeping action to prevent local governments from effectively managing public assets and to severely compromise their ability to manage the public streets effectively and equitably, taking into account considerations for public safety, public utility services such as water, sewer, gas, and electricity, the travelling public, environmental concerns, and economic development; and further effectively requires local taxpayers to subsidize use of public streets and other public assets by the wireless industry; and

WHEREAS, the orders also adversely affect the ability of the City of Fairhope Public Utilities to deliver services safely and cost-effectively; and

NOW, THEREFORE BE IT RESOLVED, that the City of Fairhope thanks Congresswoman Eshoo for her leadership and calls on Congress to enact, and President Trump to sign H.R. 530, or similar legislation to invalidate the recent actions taken by the Federal Communications Commission.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Representative Joe Faust and Senators Chris Elliott and Greg Albritton with a request on behalf of the citizens of Fairhope that they support H.R. 430 or similar legislation.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course from Jerry Pate Turf & Irrigation as Sole Source Distributor for the Toro Company; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13) with a total cost of \$11,145.33. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3313-19

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

[1] That the City of Fairhope has voted to purchase a 36 Month Renewal Protection Plan for Irrigation Computer System for the Quail Creek Golf Course from Jerry Pate Turf & Irrigation as Sole Source Distributor for the Toro Company; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$11,145.33.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Renewal of Support for Firewall Security System for City Departments including the Police Department through the National IPA buying cooperative; and is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(a)(15) with a total cost of \$13,051.26. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

11 February 2019

RESOLUTION NO. 3314-19

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

[1] That the City of Fairhope approves the procurement of Renewal of Support for Firewall Security System for City Departments including the Police Department through the National IPA buying cooperative; and is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(a)(15):

Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

The total cost is \$13,051.26.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2018. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3315-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of RFQ No. 008-17, Lift Station Odor Control Chemical for the Sewer Department, with BioMagic, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$6.00 per metered gallon for an annual estimated cost of \$224,475.00 based on FY2018.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$260,000.00 based on FY2018. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3316-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 2 of Bid No. 011-17, Tree Trimming Services 2017 for the Electric Department, with Burford's Tree, Inc. for an additional one year, as per the terms and conditions of the original contract. The cost is \$173.28 Unit Hourly Billing for an annual estimated cost of \$260,000.00 based on FY2018.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure 40 Push-to-Talk Devices and Services for 157 Devices through Verizon; and the equipment is available for direct procurement through the South Alabama Purchasing Association (“SAPA”) [Contract No. 2016-05)]; and therefore, does not have to be let out for bid. This has been nationally bid through the SAPA’s bid process. The total cost is \$50,824.08. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3317-19

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 40 Push-to-Talk Devices and Services for 157 Devices through Verizon; and the equipment is available for direct procurement through the South Alabama Purchasing Association (“SAPA”) [Contract No. 2016-05)]; and therefore, does not have to be let out for bid. This has been nationally bid through the SAPA’s bid process. The total cost is \$50,824.08.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Golf Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and the total cost is \$25,644.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3318-19

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

[1] That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Golf Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2019 Ford F250 SuperCab **Cost is \$25,644.00**

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Recycle and Sanitation Cans and Lids for FY2019; and the items are available for direct procurement through the National Intergovernmental Purchasing Alliance (Agreement No. 171717) and U.S. Communities [Agreement No. RFP-00254)]; and therefore, does not have to be let out for bid. This has been nationally bid through both group's bid process. The total cost with a not to exceed \$91,286.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3319-19

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 Recycle and Sanitation Cans and Lids for FY2019; and the items are available for direct procurement through the National Intergovernmental Purchasing Alliance (Agreement No. 171717] and U.S. Communities [Agreement No. RFP-00254)]; and therefore, does not have to be let out for bid. This has been nationally bid through both group's bid process. The total cost with a not to exceed \$91,286.00.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Kubota Diesel Zero Turn Mower (Model ZD1211 H-72) for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and the total cost is \$13,068.97. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3320-19

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

[1] That the City of Fairhope has voted to purchase a Kubota Diesel Zero Turn Mower (Model ZD1211 H-72) for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T255

Kubota Diesel Zero Turn Mower with Canopy **Cost is \$13,068.97**

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2019, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 ERTS at \$75.00 per unit at a not to exceed annual cost of \$30,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

11 February 2019

RESOLUTION NO. 3321-19

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

[1] That the City of Fairhope approves the procurement of Neptune Gas Meter ERTS for the Gas Department for the fiscal year 2019, to be purchased as needed from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 ERTS at \$75.00 per unit at a not to exceed annual cost of \$30,000.00.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2019, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 Gas Meters and accessories at a not to exceed annual cost of \$71,690.68. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3322-19

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

[1] That the City of Fairhope approves the procurement of Gas Meters with Connections and Regulators for the Gas Department for the fiscal year 2019, to be purchased as needed from Elster American Meter Company, LLC as Sole Source Provider in the State of Alabama. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The estimated number of units is 400 Gas Meters and accessories at a not to exceed annual cost of \$71,690.68.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure a John Deere Fairway Mower for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop [Contract No. 062117-DAC]; 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 \$56,548.60. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3323-19

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 John Deere Fairway Mower for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop [Contract No. 062117-DAC]; 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 \$56,548.60.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Communication Board and Module Boards for UV4000 Plus (Due to power surge that occurred Thursday, January 31, 2019) for the Sewer Department, to be purchased from Jim House & Associates as Sole Source Provider in the State of Alabama and Northwest Florida. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost is \$15,046.00. Seconded by Councilmember Brown, motion passed by the following voice votes: AYE – Burrell, Conyers, Brown, and Boone. NAY - Robinson.

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11 February 2019

RESOLUTION NO. 3324-19

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

[1] That the City of Fairhope approves the procurement of Communication Board and Module Boards for UV4000 Plus (Due to power surge that occurred Thursday, January 31, 2019) for the Sewer Department, to be purchased from Jim House & Associates as Sole Source Provider in the State of Alabama and Northwest Florida. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost is \$15,046.00.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase the new upgraded Mission SCADA System for 12 Lift Stations; and these are materials needed, used and consumed in the operation of our sanitary sewer system; and authorized for procurement without formal bid based on the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7). The annual cost is \$35,880.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3325-19

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

[1] That the City of Fairhope has voted to purchase the new upgraded Mission SCADA System for 12 Lift Stations; and these are materials needed, used and consumed in the operation of our sanitary sewer system; and authorized for procurement without formal bid based on the option allowed by Code of Alabama 1975, Section 41-16-51(b)(7). The annual cost is \$35,880.00.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves Amendment No. 1 and authorizes the Mayor to execute Amendment No. 1 to the Contract with Blue Diving & Salvage, LLC which decreases the total amount from \$53,900.00 to \$21,400.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3326-19

WHEREAS, on the 26th day of November, 2018, the City of Fairhope adopted Resolution No. 3241-18 to award Fairhope WWTP Outfall Repairs to Blue Diving & Salvage, LLC; and

WHEREAS, Blue Diving & Salvage, LLC was the sole bidder on the project; and the applicable bid law allows for negotiations of the Contract when only one bidder responds; and

WHEREAS, the City of Fairhope desires to amend the contract by the following:

- 1) The Contractor shall install the City provided sleeve, which will be a 24-inch diameter, 30-inch long, JCM 136, or equivalent, sleeve.
- 2) The Contractor agrees to deduct the cost of the originally designed sleeve, which is \$32,500.00, from the Contract amount, and install the Owner provided sleeve.
- 3) The Contractor will use the existing concrete block to anchor the outfall line as it requires repositioning to install a repair sleeve and can be repositioned as part of the sleeve installation.
- 4) The Owner will work with the Contractor to eliminate flow from the treatment plant during the sleeve installation process, but no longer than two hours.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves Amendment No. 1 and authorizes the Mayor to execute Amendment No. 1 to the Contract with Blue Diving & Salvage, LLC which decreases the total amount to \$21,400.00.

Adopted on this 11th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

11 February 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that City Council approves Neel-Schaffer Inc. for an increase to the Construction Engineering and Inspection Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) due to reviewing National Environmental Policy Act requirements and the National Flood Insurance Program Certification where two issues were found (See attached description); and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$20,000.00 for additional geotechnical and structural engineering investigation and design, thereby increasing the new estimated total amount for the project to be \$508,865.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3327-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves Neel-Schaffer Inc. for an increase to the Professional Engineering Services for New Sidewalks to Manley Road Soccer Complex (RFQ No. PS006-17); ALDOT TAP Grant No. TAPAA-TA16 (930) due to reviewing National Environmental Policy Act requirements and the National Flood Insurance Program Certification where two issues were found (See attached description); and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$20,000.00 for additional geotechnical and structural engineering investigation and design, thereby increasing the new estimated total amount for the project to be \$508,865.00.

DULY ADOPTED THIS 11TH DAY OF FEBRUARY 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council approves and authorizes Mayor Karin Wilson to allow the use of one idle 20-foot trailer to be used as parade transportation for local veterans in the KOER Mardi Gras parade on February 23, 2019; and declares this a public purpose as the local veterans provide services throughout the year and also promote the City of Fairhope. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

11 February 2019

RESOLUTION NO. 3328-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Fairhope City Council approves and authorizes Mayor Karin Wilson to allow the use of one idle 20 foot trailer to be used as parade transportation for local veterans in the KOER Mardi Gras parade on February 23, 2019; and declares this a public purpose as the local veterans provide services throughout the year and also promote the City of Fairhope.

ADOPTED ON THIS 11TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Karin Wilson to execute an Agreement for Professional Services with International Mountain Bicycling Association Trail Solutions to complete a Mountain Bike Trails Feasibility Concept Study for the City of Fairhope with a not to exceed amount of \$9,730.00. The motion was seconded by Councilmember Boone. Mayor Wilson said the professional services was the Mayor's duty; and the Council is usurping her duties. She said we should wait for the Master Plan. Council President Burrell said he would like to push forward for a walking trail along with the mountain bike trail. Councilmember Conyers said we may be putting the cart before the horse, but it is just a study. Councilmember Robinson asked if the Mayor had another firm; this is only a feasibility study. After further discussion, motion passed unanimously by voice vote.

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11 February 2019

RESOLUTION NO. 3329-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby authorizes Mayor Karin Wilson to execute an Agreement for Professional Services with International Mountain Bicycling Association Trail Solutions to complete a Mountain Bike Trails Feasibility Concept Study for the City of Fairhope with a not to exceed amount of \$9,730.00.

DULY ADOPTED THIS 11TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers moved to reappoint Gary Gover to the Historic Preservation Committee for a 3-year term which will expire February 2022. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson moved to grant the request of the Fairhope Volunteer Fire Department – Requesting to for the use of the Civic Center and parking lot for Cook Teams for its 3rd Annual BBQ Cook-Off (Smoke'em if you got 'em) Fundraiser to benefit the Fire Department on Saturday, March 30, 2019 from 6:00 a.m. to Sunday, April 1, 2019 at 12:00 a.m. Services needed will be Barricades, Electric Junction Boxes, Water, Trash and Recycling bins, Trash Truck, AC Restroom Trailer, 2 Light Towers, City Stage, Police Officers, and several of the City tail gate tents. Also, requesting permission to sell alcohol (beer): alcohol contingent upon ABC license and approval; and that all fees be waived for this event. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer and Wine On/Off Premises License by Jarrett Crum for Gulf Coast Pinball, LLC d/b/a Fairhope Pins and Pints, located 212 B Fairhope Avenue, Fairhope, Alabama. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

11 February 2019

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

- 1) John Manelos, 104 White Avenue, addressed the City Council and thanked the Council and Mayor for what they do for the City. He mentioned it took 35 minutes for the agenda item last meeting regarding leasing equipment. Mr. Manelos said we need to bridge the gap with Mayor, City Council, and City Attorney. He suggested full time legal staff; i.e. in-house attorney; and the relationship between the Mayor and City Attorney is hostile.
- 2) Bob Riggs, 114 Chestnut Ridge, addressed the City Council regarding the January 28, 2019 City Council meeting. Mr. Riggs read the following statement:

At our Jan28th Council meeting, we were subjected to a diatribe between our Mayor and our City Attorney. We simply must do better this this for the welfare of our beautiful City. I would like to comment on two aspects of this exchange:

In the context of this discussion our City Attorney stated that he was unable to issue an affirmative opinion to Wells Fargo Bank that the proposed lease agreement complied with applicable State of Alabama bid laws. What!! This City is not in compliance with State purchasing laws and regulations.

As stated by Council President Burrell during this exchange, "the City Council controls the finances of the City." The Council has the final fiduciary responsibility for our City's finances. So, gentlemen this accusation is squarely on your desks!

For the public good you must immediately investigate this charge, and implement remedial steps, if necessary, to insure our citizens that the City is complying with pertinent State laws. I am struck by the fact that recent audits of the City's finances conducted by an independent CPA firm did not issue any findings addressing the City Attorney's assertions. Moreover, the City maintains a comprehensive framework of internal controls.

Yet, our City Attorney cites multiple violations of State purchase laws associated with a single lease: absence of purchase order, inconsistencies between Council resolution and approved City budget, improper legal language in the lease document, failure to consult with State's open bid list, etc.

My recommendation is that you bring in this CPA firm and ask them to hear the City Attorney's specific charges and evidence purporting to support these assertions. Then to again, review our administrative practices and safe guards. Finally, ask the CPA firm to deliver to Council their findings and recommendations in a public forum.

My second comment. On two occasions our City Attorney stated that the Mayor sought to issue invalid contracts and exposed herself to suits for personal liability. Those are extremely serious charges probably pointing to abuse of power and malfeasance. Certainly not issues of errors or omissions. Now the City Attorney was not specific with his accusations, and he did not provide any evidence to support his statements. Never the less the accusations were made in a public forum and clearly speak to the integrity of our elected Mayor.

11 February 2019

Jay, please help me here. In this circumstance I believe the Mayor should be accorded at least rudimentary due process. The City Attorney should present his charges with specificity and provide his evidence which he claims support the allegations. The Mayor in turn must have the opportunity to review and rebut these assertions. All of this to occur in a public forum.

My suggestion is that Council ask our City Attorney to recuse himself from this issue. Council should engage an independent attorney to handle this due process hearing and ask the attorney to deliver recommendations to Council pursuant to these deliberations. Thank you for the opportunity to address Council this evening.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code § 36-25A-7(a)(6) to discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. The discussions could have a detrimental effect upon the competitive position of the City in the negotiations if the matter was discussed in public. The approximate time to be in Executive Session is 30 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Exited the dais at 7:09 p.m. Returned at 7:39 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:40 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Monday, 11 February 2019

Page -2-

- Council President Burrell gave an update on the Airport Authority regarding the leases for parcels of land; and selecting Volker Engineering for the Engineer of Record for five years.
- Operations Director Richard Peterson mentioned meeting with the Fairhope Environmental Advisory Board. He discussed Ammons & Blackmon being the contractor for the widening of State Highway 181; and suggested the City using this opportunity to upgrade from a six-inch water line to a twelve-inch line. Mr. Peterson said our cost is estimated to be around \$60,000.00 ± for a half mile.

Mr. Peterson mentioned a production facility possibly near County Road 13, behind Thomas Hospital, and at the well field at Boone Lane.

Councilmember Boone said that is a terrific idea to upgrade while the project is being done. The consensus of the City Council was to move forward with the water line upgrade.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:31 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 11 February 2019.

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

Council President Burrell called the meeting to order at 5:31 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Agenda Items Number 23 – Resolution for Mission SCADA System, Number 22 – Resolution regarding UV System, Number 24 – Resolution regarding Amendment No. 1 with Blue Diving and Salvage, LLC, and Number 17 – Resolution for Procurement for Recycle and Sanitation Cans and Lids were briefly discussed.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:55 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO PROMOTE THE SAFETY, HEALTH AND WELFARE OF
RESIDENTS OF THE CITY OF FAIRHOPE, ALABAMA
BY ADOPTING NEW BUILDING, MECHANICAL, PLUMBING,
FUEL AND GAS, FIRE AND ELECTRIC CODES**

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

Section 1. Findings. Having made due and proper investigation of the matters hereinafter referred to, the Council has ascertained and does hereby find and declare that the following facts are true and correct:

- (a) On January 14, 2019, the City Council adopted that certain Resolution No. 3284-19 setting a public hearing to consider the adoption of the Proposed Codes (as defined in Resolution No. 3284-19 and hereinafter reiterated) during a regular meeting of the City Council on February 25, 2019;
- (b) On or before January 21, 2019, no less than three (3) copies of the Proposed Codes were placed on file with the City Clerk's office to permit use and examination of same by the public;
- (c) Resolution No. 3284-19 was published in the Fairhope Courier once a week for two (2) successive weeks, on Wednesday, January 30, 2019 and again on Wednesday, February 6, 2019; and
- (d) The specific codes that the City is considering for adoption are as follows (the "Proposed Codes"):
 - (1) 2018 International Code Council International Residential Code (IRC)
 - (2) 2018 International Code Council International Building Code (IBC)
 - (3) 2018 International Code Council International Mechanical Code (IMC)
 - (4) 2018 International Code Council International Plumbing Code (IPC)
 - (5) 2018 International Code Council International Fuel and Gas Code (IFGC)
 - (6) 2018 International Code Council International Fire Code (IFC)
 - (7) 2018 International Code Council International Existing Building Code (IEBC)
 - (8) 2018 International Code Council International Energy Conservation Code (IECC) (for other than one and two family dwellings)
 - (9) 2018 International Code Council International Swimming Pool and Spa Code (ISPSC)
 - (10) 2017 National Fire Protection Association 70, National Electric Code (NEC)

Ordinance No. _____

Page -2-

- (11) City of Fairhope Construction Code Supplement with all additions, deletions and amendments for all adopted codes and City specific requirements
 - (12) All applicable codes and standards as referenced in the International Code Series above;
 - (13) Alabama Energy and Residential Code as published and updated by the Alabama Department of Economic and Community Affairs (ADECA) (for one and two family dwellings)
 - (14) Public Rights of Way Accessibility Guidelines (PROWAG)
- (c) A public hearing was duly held at a regular meeting of the City Council held on February 25, 2019, at which the public was given the opportunity to speak with respect to the adoption of the Proposed Codes.
- (f) The adoption of the Proposed Codes by the City is necessary and appropriate for the protection and preservation of the health, welfare and safety of the City.

Section 2. Amendment. The Proposed Codes are hereby adopted by the City Council by reference as permitted by § 11-45-8(c) of the Alabama Code (1975). The existing codes of the City that pertain to the subject matter of the Proposed Codes are hereby deleted and replaced with the Proposed Codes.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Effective Date. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

Approved and adopted by the City Council at a regular meeting thereof on the 25th day of February, 2019.

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3284-19

**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL
TO SET A PUBLIC HEARING FOR THE CONSIDERATION
OF THE ADOPTION OF NEW BUILDING, MECHANICAL,
PLUMBING, FUEL AND GAS, FIRE AND ELECTRIC CODES**

WHEREAS, the City of Fairhope, Alabama (the “City”) is considering the adoption of new technical codes relating to building, mechanical, plumbing, fuel and gas, fire and electrical matters;

WHEREAS, the specific codes that the City is considering for adoption are as follows (the “Proposed Codes”):

- (1) 2018 International Code Council International Residential Code (IRC)
- (2) 2018 International Code Council International Building Code (IBC)
- (3) 2018 International Code Council International Mechanical Code (IMC)
- (4) 2018 International Code Council International Plumbing Code (IPC)
- (5) 2018 International Code Council International Fuel and Gas Code (IFGC)
- (6) 2018 International Code Council International Fire Code (IFC)
- (7) 2018 International Code Council International Existing Building Code (IEBC)
- (8) 2018 International Code Council International Energy Conservation Code (IECC) (for other than one and two family dwellings)
- (9) 2018 International Code Council International Swimming Pool and Spa Code (ISPSC)
- (10) 2017 National Fire Protection Association 70, National Electric Code (NEC)
- (11) City of Fairhope Construction Code Supplement with all additions, deletions and amendments for all adopted codes and City specific requirements
- (12) All applicable codes and standards as referenced in the International Code Series above;
- (13) Alabama Energy and Residential Code as published and updated by the Alabama Department of Economic and Community Affairs (ADECA) (for one and two family dwellings)
- (14) Public Rights of Way Accessibility Guidelines (PROWAG)

WHEREAS, § 11-45-8(c) of the Alabama Code (1975) provides that the Proposed Codes may be adopted by reference and without setting them out at length; and


WHEREAS, § 11-45-8(c) of the Alabama Code (1975) requires that, in order to adopt the Proposed Codes by reference, the Fairhope City Council (the “City Council”) must hold a public hearing and file copies of the Proposed Codes with the Clerk of the City for review and inspection by the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council that a public hearing to consider the adoption of the Proposed Codes be set and held during a regular meeting of the City Council on February 25, 2019, which meeting will begin at 6:00 p.m. and will take place in the City Council Chamber located at 161 North Section Street in the City.

BE IT FURTHER RESOLVED that Erik Cortinas, Building Official for the City, be instructed to place on file with the City Clerk’s office, on or before January 21, 2019, no less than three (3) copies of the Proposed Codes to permit use and examination of same by the public.

BE IT FURTHER RESOLVED that this resolution be published once a week for two (2) successive weeks, with the second of such publications occurring at least fifteen (15) days prior to the public hearing on February 25, 2019, in the Fairhope Courier.

ADOPTED this 14th day of January, 2019



Karin Wilson, Mayor

ATTEST:



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 is changed
and altered as described below:

WHEREAS, the City of Fairhope Planning Commission directed the Planning Department to
prepare amendments to our Zoning Ordinance; and,

WHEREAS, the proposed amendments related to the allowance of Public Utilities in all
zoning districts; and,

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

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF FAIRHOPE, ALABAMA;**

1. **THAT**, Article III Zoning Districts, Section B. Allowed Uses, Table 3-1:
Use Table be hereby amended to show Public Utilities as an allowed use
permitted only on appeal and subject to special conditions in all zoning
districts.

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 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

MEMO

Date: January 8, 2019

To: City of Fairhope Planning Commission

From: Wayne Dyess, AICP, Planning Director

Re: ZC 18.15 Amendment to Table of Permitted Uses – Public Utility

The City of Fairhope Zoning Ordinance contains Use Table 3-1 in Article III.B. This table represents permitted uses in each zoning district.

Under the Civic Use category is Public Utility uses. A Public Utility is defined in the ordinance in Article IX.B. as:

“a use of any structure, land, or infrastructure by a regulated enterprise or franchise to provide a service to all members of the general public that is deemed essential for the public health, safety, and welfare. Review by the Planning Commission, in accordance with Section 11-52-11 of the Code of Alabama, for review of compliance with the Fairhope Subdivision Regulations and Comprehensive Plan, may be required for all public utility facilities.”

A Public Utility is currently only allowed on appeal in 15 of the 19 Zoning Districts. The Operations Director for the Fairhope Utilities has requested an amendment to the Use Table to allow utilities, on appeal, in every zoning district.

The effect of this amendment would be to allow an appeal, in every district, to place public utilities i.e. lift station, substation etc. in every district subject to review by the Zoning Board of Adjustments (ZBA). Appeals reviewed by the ZBA are reviewed against the following criteria: Article II.C.3.E(2)

- (a) Compliance with the Comprehensive Plan;***
- (b) Compliance with any other approved planning document;***
- (c) Compliance with the standards, goals, and intent of this ordinance;***
- (d) The character of the surrounding property, including any pending development activity;***
- (e) Adequacy of public infrastructure to support the proposed development;***
- (f) Impacts on natural resources, including existing conditions and ongoing post-development conditions;***
- (g) Compliance with other laws and regulations of the City;***
- (h) Compliance with other applicable laws and regulations of other jurisdictions;***
- (i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;***

- (j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.*
- (k) Overall benefit to the community;*
- (l) Compliance with sound planning principles;*
- (m) Compliance with the terms and conditions of any zoning approval; and*
- (n) Any other matter relating to the health, safety, and welfare of the community.*

Staff Recommendation:

Staff recommends to amend Use Table 3-1 to allow public utilities, by appeal, in every district.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its December 3, 2018 regular meeting, unanimously recommended **APPROVAL** to amend Use Table 3-1 to allow public utilities, by appeal, in every district.

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 Fairhope Single Tax Corporation and JFL Holdings, LLC generally located at the southeast corner of the intersection of S. Church Street and De La Mare Street, at 51 S. Church Street, Fairhope, Alabama.

PPIN #: 15272

Legal Description: (Case number ZC 18.14)

LOT 8 AND WEST 3 FOOT OF NORTH 55.7 FOOT OF THE LOT 7 OF BLOCK 13 OF DIVISION 1 OF THE LANDS OF THE FAIRHOPE SINGLE TAX CORPORATION OF THE CITY OF FAIRHOPE, ALABAMA, AS PER PLAT THEREOF FILED FOR RECORD SEPTEMBER 13, 1911, IN MISCELLANEOUS BOOK 1, PAGES 320-321 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE OF BALDWIN COUNTY, ALABAMA, AND SUBSEQUENT ACTIONS OF THE EXECUTIVE COUNCIL OF FAIRHOPE SINGLE TAX CORPORATION ADDING THE NORTH 30 FEET OF BLOCK 13 TO ORIGINAL 30 FOOT STREET RIGHT OF WAY, FRACTIONAL SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

A map of the property to be zoned is attached as Exhibit A

The property is hereby rezoned from B-1 Local Shopping District to B-2 General Business District. 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 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

EXHIBIT A

RECEIVED
 OCT 23 2018
 BY: [Signature]

DANIEL D. CLARK
 ALABAMA LICENSE # 27720

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

TAX CORPORATION ADJOINING THE NORTH 30 FEET OF BLOCK 13 TO THE ORIGINAL 30 FOOT STREET RIGHT OF WAY, FRACTIONAL SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THE SUBSEQUENT ACTIONS OF THE EXECUTIVE COUNCIL OF FAIRHOPE SINGLE PARCELS, ALABAMA AND THE SUBSEQUENT ACTIONS OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AS RECORDED IN MISC. BOOK 1, PAGE 320-321, IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AS RECORDED IN LAND OF FAIRHOPE SINGLE TAX CORPORATION IN THE CITY OF FAIRHOPE, ALABAMA AS RECORDED IN LOT 8 AND THE WEST 3 FEET OF THE NORTH 55.7 FEET OF LOT 7, BLOCK 13 OF DIVISION 1 OF THE

DATE:	6/15/18	SCALE:	1"=20'
DRAWING NUMBER:	180613L8	TR/PC:	61/45
DATE:		SCALE:	
DRAWING NUMBER:		TR/PC:	
DRAWING NUMBER:		TR/PC:	
DRAWING NUMBER:		TR/PC:	

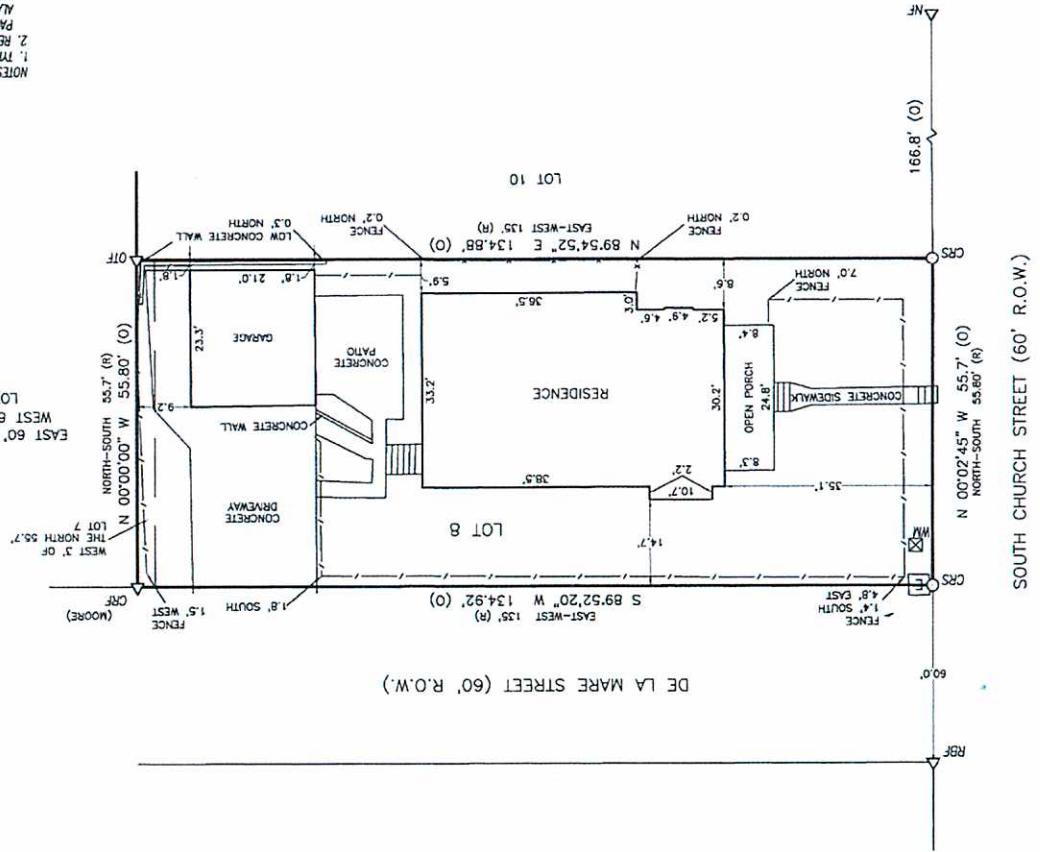
COBY LAKE
 BOUNDARY SURVEY
 51 SOUTH CHURCH STREET
 FAIRHOPE, ALABAMA

SMITH & CLARK ASSOCIATES
 Land Surveyors

11115 E. HWY. 20
 FAIRHOPE, AL 36530
 PHONE 800.88.8827 (24 HOURS)
 FAX 205.878.1212

NOTES:
 1. TYPE OF SURVEY: BOUNDARY
 2. RECORD DIMENSIONS BASED ON PLAT OF SUBDIVISION RECORDED IN MISC BOOK 1, PAGE 320-321 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AND ALSO THE CONVEYANCE TO BAY BREEZE GUEST HOME, LLC, RP 788, PAGE 888, AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA AND DESCRIPTION DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS STIPULE OR PROVIDED BY THE CLIENT'S CONVEYANCE SETBACK LINES ESTABLISHED BY STATUTE, ORDINANCE OR RESTRICTIVE COVENANTS ARE NOT SHOWN. 4. THIS DRAWING IS THE PROPERTY OF SMITH, CLARK & ASSOCIATES. IT IS SOLELY FOR THE USE OF THE CLIENT NAMED HEREON AND IS NONTRANSFERABLE TO ANY OTHER PARTY. IT MAY NOT BE USED WITHOUT PRIOR CONSENT FROM SMITH, CLARK & ASSOCIATES. 5. THIS DRAWING IS TO SCALE WHEN PRINTED ON 11X17 PAPER IN LANDSCAPE VIEW WITH NO SCALING.

- LEGEND
- △ CRF CAPPED IRON ROD FOUND
 - △ CRT CHAMPED TOP PIPE FOUND
 - △ OTF OPEN TOP PIPE FOUND
 - △ RBF REBAR IRON FOUND
 - △ NF WALL FOUND WITH CAP (HAROLD)
 - CRS CAPPED IRON ROD SET
 - (R) RECORDED
 - (O) OBSERVED
 - R.O.W. RIGHT OF WAY
 - P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - CHAIN LINK FENCE
 - WIRE FENCE
 - WOOD FENCE
 - ⊗ LP LIGHT POLE
 - ⊙ PP POWER POLE





City Council
 February 25, 2019
 Zoning Change
 Case: ZC 18.14 51 S. Church Street

Project Name:
 51 South Church Street

Project Type:
 Rezoning:
B-1 Local Shopping District
 to
B-2 General Business District

Jurisdiction:
 Fairhope Municipal Limits

PPIN Number:
 15272

General Location:
 South East Corner of
 South Church Street and
 Delemare Street

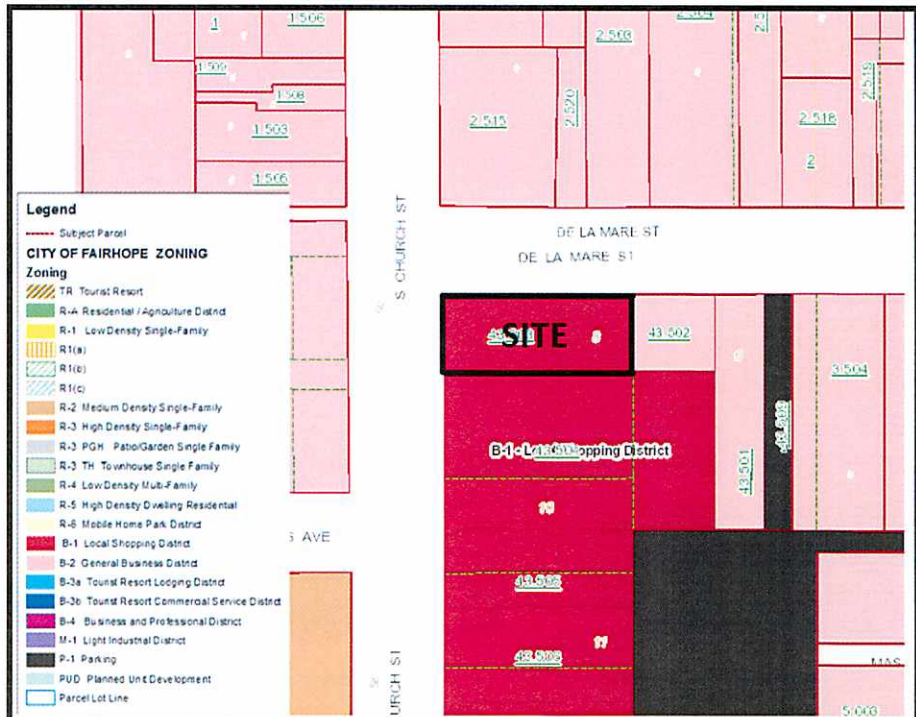
Engineer:
 S.E. Civil Engineering
 Larry Smith P.E.

Applicant:
 JFL Holdings, LLC.

School District:
 NA

Staff Recommendation:
 Approve

PC Recommendation:
 Approve



Summary of Request:

The applicant is requesting to rezone a lot 55'x135' from B-1 Local Shopping District to B-2 General Business District. The applications stated purpose is to make the properties zoning more consistent with the surrounding zoning. The subject property is also located in the Central Business District and are subject to CBD regulations.

According to the Fairhope Zoning Ordinance, the purpose of the B-1 is as follows:

B-1 Local Shopping District: This district is intended to provide for limited retail convenience goods and personal service establishments in residential neighborhoods and to encourage the concentration of these uses in one (1) location for each residential neighborhood rather than in scattered sites occupied by individual shops throughout a neighborhood. Restaurants in the B-1 zoning district may be permitted only on appeal to the Board of Adjustments and may be subject to special conditions. Drive thru restaurants shall not be permitted in the B-1 zoning district.

The purpose of the requested B-2 is:

B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.

The applicant stated in a meeting with staff that intended development goal for the property was to allow the historic home to remain as is but to allow for a restaurant/Bar use in the structure. Therefore, the exterior and historical character would be unchanged with only interior renovations and a change in use. The current B-1 zoning only allows a restaurant through an appeal to the Zoning Board of Adjustments. A Bar (primary use) is not allowed in B-1 under any circumstances. A Restaurant with an accessory Bar is allowed in the B-2 district by-right. An "accessory bar" is considered part of a restaurant use¹. A Bar (primary use) is defined as "a business serving alcoholic beverages, which may include accessory food and entertainment services²."

Zoning History of Nearby Properties:

The image below is taken from the City of Fairhope online Map viewer.

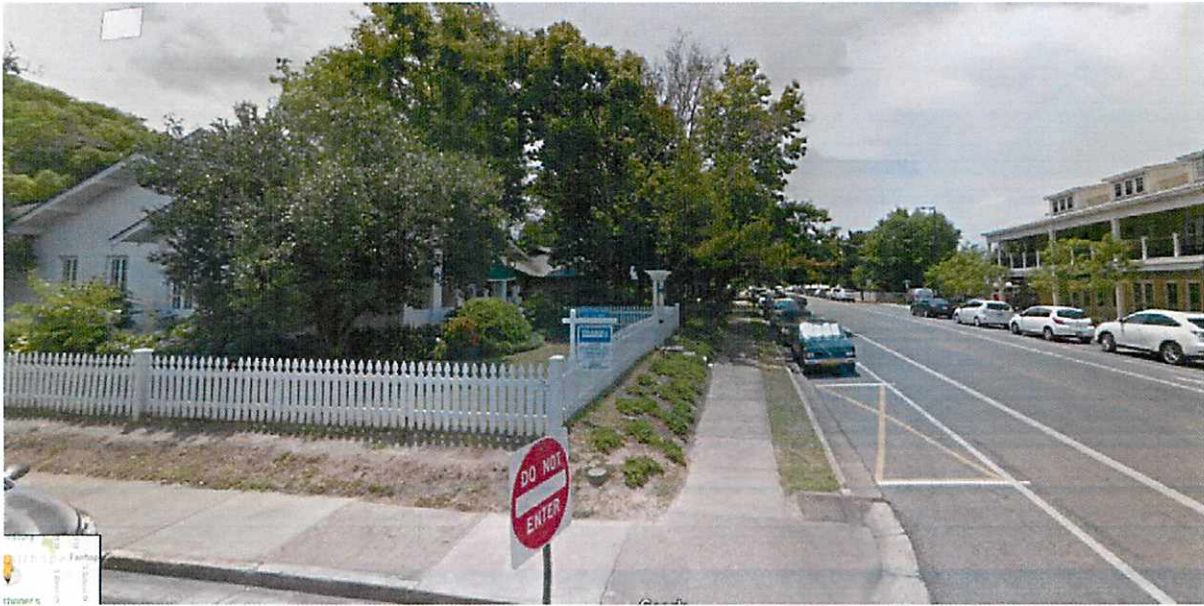
As indicated in the map above, the subject property is currently zoned B-1. It represents the northernmost property in a series of B-1 zonings along South Church Street. The properties North, East, and West are zoned B-2 and are also within the CBD boundaries. On the west, the B-2 district extends south to St. James Avenue. The logical boundary for B-2 would extend south to St. James Avenue which represents the subject parcel and 2 other parcels.

¹ Fairhope Zoning Ordinance, Article IX. B. Definitions. Page 90

² Fairhope Zoning Ordinance, Article IX. B. Definitions. Page 90

Current Conditions:

The historic use of the subject property has been in residential in the former name of Church Street Inn.



The home on the subject property contains a Historic Plaque from the Baldwin County Historical Development Commission. In addition, the City conducted a historic survey for Downtown Fairhope. The home on the subject property was identified as a historic property (see below). The home on the property and was constructed circa 1923. The structure is listed as “contributing” which means any building, object, or structure which adds to the historical integrity or architectural qualities that make the historic district, listed locally or federally, significant.

DOWNTOWN FAIRHOPE HISTORIC DISTRICT HISTORIC SITES SURVEY UPDATE FORM

Site Number: 12
 Historic Name: Irwin-Sandoz-Jones House
 Common Name:
 Actual Address: 51 Church St. S.
 City/Town: Fairhope County: Baldwin Quadrangle: Daphne
 Year Built: 1923 ca. Alteration Dates:
 Current Condition: good Integrity: good
 Date Evaluated: 11/22/2014 Evaluated By: David B. Schneider

Inventory Description from Prior Survey or National Register Nomination Contributing/Noncontributing: Contributing

12. Irwin-Sandoz-Jones House (Church Street Inn), 51 South Church Street, c. 1923. One-and-a-half-storey airplane bungalow, stuccoed; dominant side-gabled roof with nearly full-facade cockpit projecting open-gabled porch on brick piers and parapet wall, canvas awning across front Wood casement windows. Side-gabled cockpit fronted by smaller casements, exposed rafter tails. High brick end-exposed chimney, cast side. More recent double garage/utility building to rear facing Delamar. Originally the home of the J.S. Irwins, in the Sandoz family in the 1940s and '50s; at one time also the home of Carl Bloxham (see #50 below), and still in his stepdaughter Becky Jones' family and operated by them as an inn. Old garage recently (2003) converted to a residential apartment C (Roll 1, #23; garage Roll 3, #32; garage update Roll 8, #3A))

Updated Information, This Study Sort: Unchanged

Contributing/Noncontributing: Contributing

No change in description or evaluation.
 46-03-37-0-006-043.503; 51 Church St. S



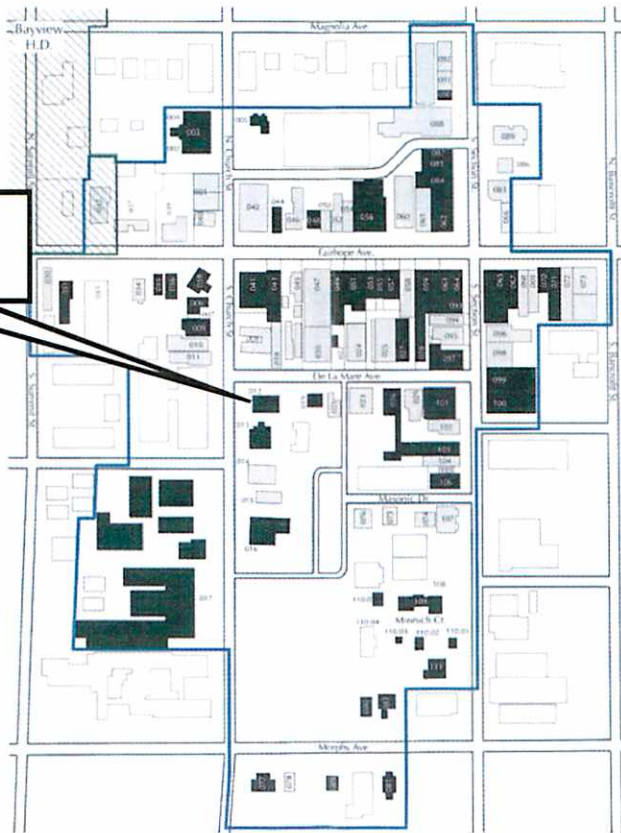
Downtown 012 A (at right: 012 B-E)



 **SCHNEIDER** Historic Preservation, LLC
 411 East 6th Street, Avondale AL 36507 • Phone: (256) 310-6320
 Fax: (256) 313-5651 • e-mail: dschneider@schneider.com

**DOWNTOWN FAIRHOPE
HISTORIC DISTRICT**
Listed in the National Register
of Historic Places in 2006
2015 Update
District As Listed in 2006

**51 South Church
Street**



KEY:
 Contributing
 Noncontributing
 District Boundary
 Reconnaissance Survey Resource

SCHNEIDER Historic Preservation, LLC
 411 East 6th Street, Anniston, AL 36407 • Phone: (256) 310-6120
 Fax: (256) 323-5631 • e-mail: dschneider@hlsouth.net
 www.shtpznrc.com

Comments:

***Fairhope Zoning Ordinance
Article II.C(e).***

Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response:

Historic Architecture and preservation was discussed in the Comprehensive Plan. It is clear that maintaining the historic resources within the City are important but also critically important in the identity and culture of downtown.

In the 2006 Comprehensive Plan Update, Planning Goal 3.2 preservation and restoration of historic buildings “architecturally or historically significant buildings, districts, areas, and landmarks³”. The applicant has stated that he does not intend to remove or alter the historic appearance of the home but wishes to change the use through internal modifications.

However, to date, the City has not created a historic district or guidelines protecting historic structures.

(2) Compliance with the standards, goals, and intent of this ordinance;

Response:

The proposed B-2 district is consistent with surrounding uses and zoning. In addition, the property is located within the Central Business District (CBD) boundaries. According to the Zoning Ordinance, the intent of the CBD is “to preserve downtown Fairhope as the “Regional Village Center” and focal point for the City. The CBD overlay shall provide an environment for shopping, restaurant and

³ 2006 Fairhope Comprehensive Plan, Page 13

entertainment, cultural and artistic institutions, offices, governmental functions, and residential uses". Therefore, the proposed use is consistent with the CBD intent of uses.

(3) The character of the surrounding property, including any pending development activity;

Response:

The character of the surrounding area is primarily retail and restaurant use which are typical in the CBD. The properties zoned B-1 which adjoin the subject property to the south include 1 residential and several retail and office uses.

(4) Adequacy of public infrastructure to support the proposed development;

Response:

Utilities currently serve the site and adequate for future uses.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response:

The site property contains an historic structure (1923) and has been a disturbed site.

(6) Compliance with other laws and regulations of the City;

Response:

At the time of development all applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response:

At the time of development all applicable laws of the City will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response:

As stated previously, the site contains existing structures. The majority of the existing properties are retail or restaurant uses. Additionally, the subject property is in the CBD is intended to contain restaurant and entertainment type uses.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response:

See above

Recommendation:

Staff would note that the subject property contains a historic structure as discussed in this report. However, the City currently has no method or regulation for preservation of historic structures. These structures are important to the character and the cultural fabric of the City and specifically downtown. We do have concerns on the potential degradation of these resources. However, the absence of any meaningful regulations limits such factors in this review.

Staff recommends that the requested rezoning from B-1 Local Shopping District to B-2 General Business District be **Approved**.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its December 3, 2018 regular meeting, unanimously recommended **APPROVAL** of the requested rezoning from B-1 Local Shopping District to B-2 General Business District.

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 Superb Foods, Inc. generally located on the south side of Nichols Avenue across from Hawthorne Glenn subdivision, Fairhope, Alabama.

PPIN #: 206820 and 214349

Legal Description: (Case number ZC 18.13)

FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN THENCE SOUTH 89° 47' 14" WEST, ALONG THE NORTH LINE OF SAID SECTION 21, 850.00 FEET, FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 47' 14" WEST, 136.04 FEET TO A POINT; THENCE RUN SOUTH 00° 05' 17" WEST, 330.97 FEET TO A POINT; THENCE RUN NORTH 89° 46' 25" EAST, 136.56 FEET TO A POINT; THENCE RUN NORTH 00° 00' 07" WEST, 330.93 FEET, TO THE POINT OF BEGINNING. SUBJECT TO A RIGHT-OF-WAY EASEMENT OVER AND ACROSS THE NORTH 30 FEET THEREOF IN USE AS PART OF NICHOLS STREET EXTENSION. TRACT CONTAINS 1.04 ACRES, MORE OR LESS.

AND

FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, RUN SOUTH 89 DEGREES 47 MINUTES 14 SECONDS WEST, A DISTANCE OF 790.00 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 00 DEGREES 00 MINUTES 07 SECONDS EAST, A DISTANCE OF 331.0 FEET TO AN IRON PIN; THENCE RUN SOUTH 89 DEGREES 47 MINUTES 17 SECONDS WEST, A DISTANCE OF 60 FEET TO AN IRON PIN; THENCE RUN NORTH 00 DEGREES 00 MINUTES 07 SECONDS WEST, A DISTANCE OF 331.00 FEET TO A POINT; THENCE RUN NORTH 89 DEGREES 47 MINUTES 14 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING. [SUBJECT TO THIRTY (30) FOOT RIGHT-OF-WAY PRESENTLY LOCATED ON THE NORTHERN END OF THE PROPERTY DESCRIBED ABOVE.]

A map of the property to be zoned is attached as Exhibit A

The property is hereby rezoned from R-1 Low Density Single Family Residential District to M-1 Light Industrial District. 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.

Ordinance No. ____

Page -2-

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 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

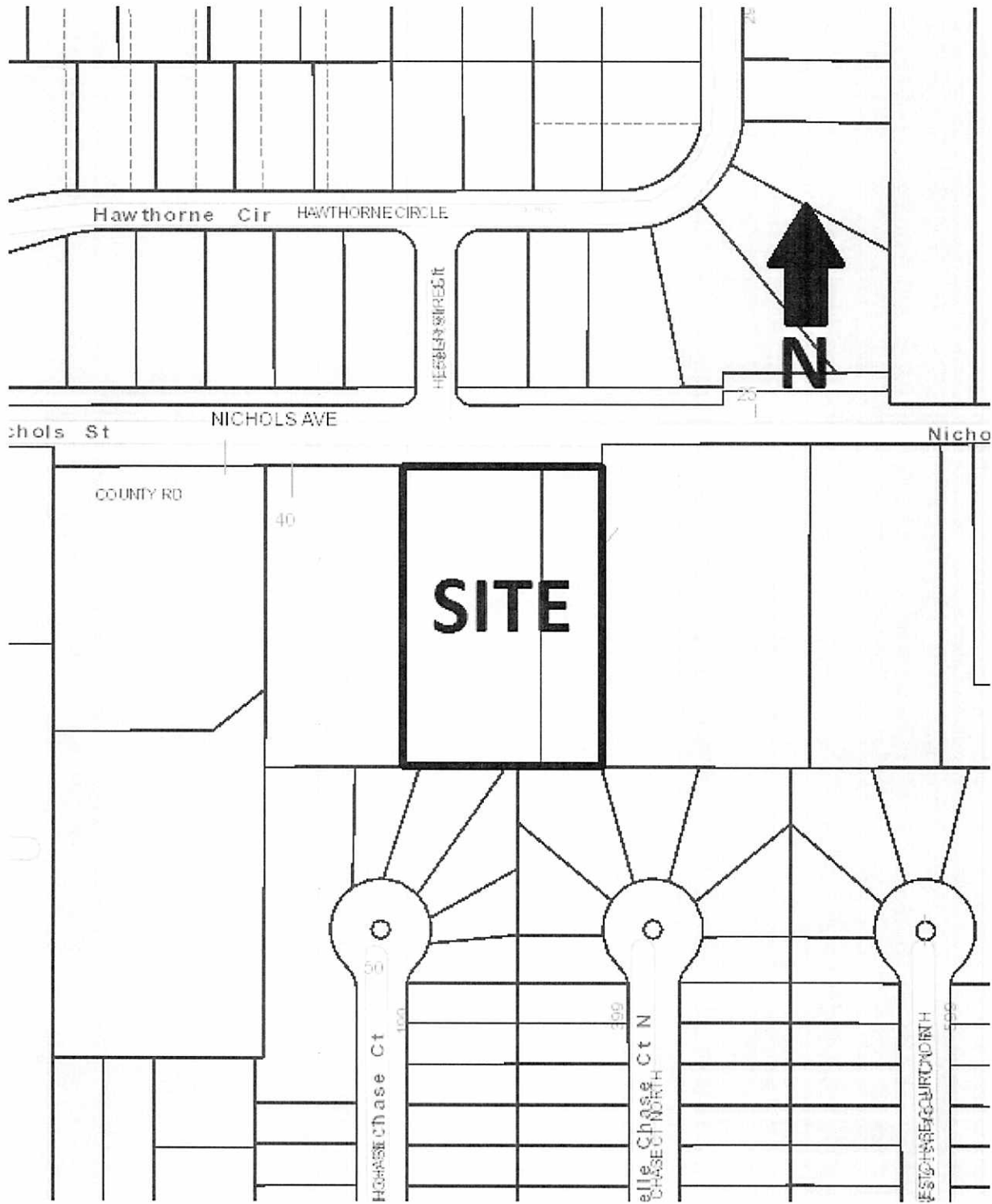


EXHIBIT A



City Council

February 25, 2019

Case Number: ZC 18.13 8330 Nichols Avenue

Project Name:

8330 Nichols Ave re-zoning

Property Owner /Applicant:

Joe Roszkowski

General Location:

8330 Nichols Ave 5/16 mile east of Greeno Road

Project Type:

Re-zoning-Request from R-1 (Low Density Single Family Residential)

To M-1 (Light Industrial)

Number of lots:

2

Project Acreage:

1.3 acres approximately

Zoning District:

City of Fairhope R-1 Low Density Single Family District

PPIN:

206820 and 214349

School District:

Fairhope Elementary, Middle and High School

Report prepared by:

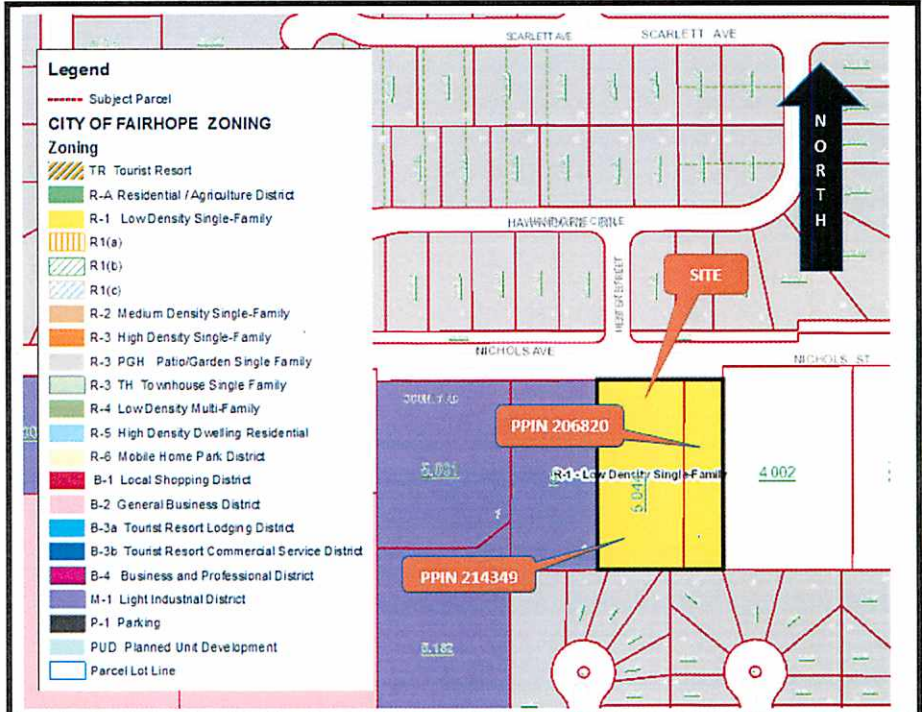
J. Buford King
City Planner

Staff Recommendation:

Approve with conditions

PC Recommendation:

Approve with conditions



Summary of Request: Public hearing to consider the request of Joe Roszkowski to rezone approximately 1.3 acres comprising PPIN 214349 and PPIN 206820 from R-1 Low Density Single Family Residential District to M-1 Light Industrial District. Subject property is located on Nichols Avenue approximately 5/16 mile east of Greeno Road, near the Gaston-Lee Post #5660 of the Veterans of Foreign Wars. The property is bordered to the west by the existing Tony’s Towing Office and support facilities, zoned M-1 Light Industrial; to the south by the Belle Chase Phase I subdivision, zoned R-3 PGH High Density Single-Family Patio Garden Home Residential District; to the east by PPIN 36272 located within unzoned Baldwin County, and to the north by Hawthorne Glen subdivision zoned R-3 PGH High Density Single-Family Patio Garden Home Residential District. A replat of PPIN 214349 and 20371 is included as a supporting document reflecting the site plan required for zoning cases and is a proposed conveyance/common lot line movement of a portion of PPIN 214349 to PPIN 20371 for a possible expansion of the Tony’s Towing facility.

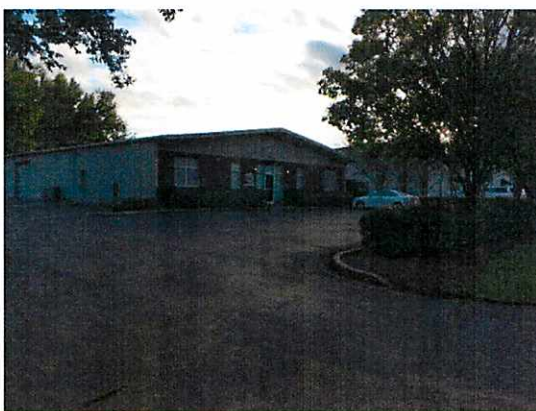
Site Photos:



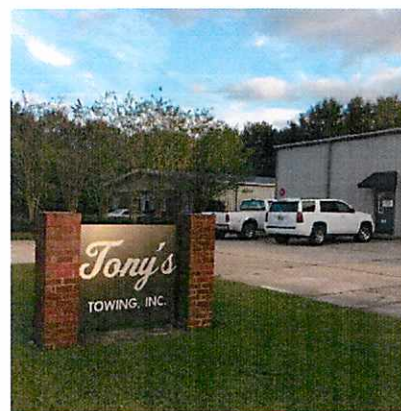
Subject property looking south along border between PPIN 20371 and PPIN 214349



Subject property looking south along border between PPIN 214349 and PPIN 206820



Subject property looking southwest from Nichols Ave



Looking toward subject property southeast from PPIN 20371

Comments: The City of Fairhope Zoning Ordinance in Article II Section “C” specifies the following Criteria regarding zoning amendments:

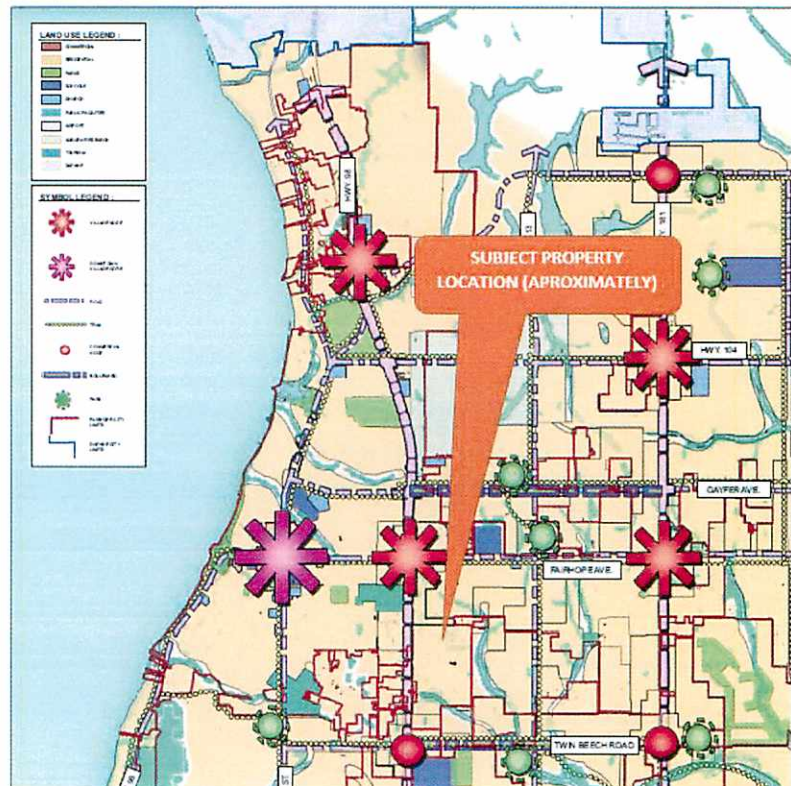
1. Zoning Amendments

e. *Criteria*- The application shall be reviewed based on the following criteria:

- (1) Compliance with the Comprehensive Plan;
- (2) Compliance with the standards, goals, and intent of this ordinance;
- (3) The character of the surrounding property, including any pending development activity;
- (4) Adequacy of public infrastructure to support the proposed development;
- (5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
- (6) Compliance with other laws and regulations of the City;
- (7) Compliance with other applicable laws and regulations of other jurisdictions;
- (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.

Article II Section C.1.e.(1) Comprehensive Plan Compliance

The major planning concept described by the City of Fairhope Comprehensive Plan is the “village” concept of commercial activity, with the most significant village occurring in downtown Fairhope. Another major village center is the Greeno Road Village Center, seen in the map excerpt at right from the Comprehensive Plan as a red starburst at the intersection of Greeno Road and Fairhope Avenue. Other villages include “North Village” built around the Publix Grocery store on North Greeno Road, and another village center at the intersection of Fairhope Ave/County Road 48 and AL HWY 181 near the existing Wal-Mart store. The Comprehensive Plan notes the Greeno Road Village Center is automobile-oriented and reflects commercial development that pre-dates the expansion of Greeno



Road/US HWY 98 into four lanes in the early 1980's. Though this analysis is by no means exhaustive, it is logical for commercial businesses and their associated uses supporting automobile traffic and transportation in general to exist in the M-1 zoned areas along Nichols Ave near subject property. Entities such as Thomas Hospital, Print Xcel, the commercial printing businesses near Thomas Hospital, and specialty companies such as Marine Exhaust rely upon the transportation industry to move supplies, materials, and people in this area. A towing company such as Tony's Towing is a service provider supporting both private and commercial transportation in Fairhope and surrounding areas and it appears the types of uses a towing company will include on a towing company's property are a logical extension of a village containing high levels of automobile traffic. In addition, the Comprehensive Plan contemplates “density transition” (page 34) in village centers whereby dense commercial activity transitions to higher density residential to lower density

residential or undeveloped property. The corridor of Nichols Ave containing subject property demonstrates the density transition contemplated by the Comprehensive Plan, transitioning from to M-1 Light Industrial to R-3 PGH High Density Single-Family Patio Garden Home Residential District. Areas zoned B-2 general business district as well as R-4 Low Density Multi-Family are also within the vicinity (650') of subject property. Subject property is the last remaining property along Nichols Ave zoned R-1 Low Density Single Family and adjoins property in unzoned Baldwin County containing a single family residence buffered by a heavily wooded area. It is possible that subject property, if re-zoned to M-1 will help to establish an "edge" to the commercial development within the village center along Nichols Ave also contemplated by the Comprehensive Plan, further demonstrating compliance with the Comprehensive Plan.

Article II Section C.1.e.(2) Goals and Intent of the City of Fairhope Zoning Ordinance

The purpose and intent of subject property's existing R-1 Zoning District is as follows: *R-1 Low Density Single-Family Residential District*: This district is intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land. It is sub-classified into four categories (R-1, R-1a, R-1b, and R-1c) based on lot sizes, however no sub-classifications of R-1 are in existence at this time.

The purposes and intent of the proposed M-1 Light Industrial District is as follows; *M-1 Light Industrial District*: This district is intended to provide a suitable protected environment for manufacturing, research and wholesale establishments which are clean, quiet and free of hazardous or objectionable emissions, and generate little industrial traffic. Industrial parks should be encouraged. Locations should be in accordance with comprehensive plans.

Allowable Uses for M-1:

Allowed by Right: Elementary and Secondary Schools, Educational Facility, Library, Public or Common Open Space, General or Professional Office, Grocery Retail, General Merchandise, General Personal Services, Automobile Repair, Indoor Recreation, Boarding House or Dormitory, Warehouse, Limited Manufacturing, and Light Manufacturing.

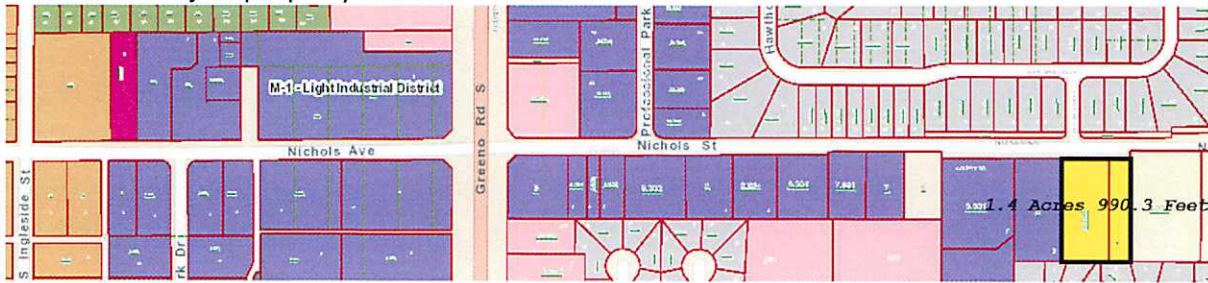
Permitted Subject to special conditions listed in the ordinance: Convenience Store, and Recreational Vehicle Park.

Permitted only on appeal and subject to special Condition: Cemetery, Hospital, Community Center or Club, Public Utility, Automobile Service Station, Outdoor Sales Limited, Outdoor Sales Lot, Garden Center, Convalescent or Nursing Home, Clinic, Outdoor Recreational Facility, Day Care, Mortuary or Funeral Home, Dry Cleaner or Laundry, Personal Storage, Junk Yard or Salvage Yard.

Article II Section C.1.e.(3) The character of the surrounding properties

The subject property is bordered to the west by the existing Tony's Towing Office and support facilities, zoned M-1 Light Industrial; to the south by the Belle Chase Phase I subdivision, zoned R-3 PGH High Density Single-Family Patio Garden Home Residential District; to the east by PPIN 36272 located within unzoned Baldwin County, and to the north by Hawthorne Glen subdivision, zoned R-3 PGH High Density Single-Family Patio Garden Home Residential District. A replat of PPIN 214349 and 20371 is included as a supporting document reflecting a proposed conveyance/common lot line movement of a portion of PPIN 214349 to PPIN 20371 for a possible expansion of the Tony's Towing facility and serves as the site plan for the proposed re-zoning. A re-zoning of PPIN 345052 was approved by the Fairhope City Council on September 10, 2012 which re-zoned PPIN 34502 from R-1 District to M-1 via ordinance number 1473. The character of the existing neighborhood is a combination of commercial and high-density residential properties, with a "corridor" of properties zoned M-1 following Nichols Avenue beginning near Ingleside Street and proceeding east along Nichols Avenue, crossing Greeno Road, and continuing to subject property. The Fairhope Avenue

Village Center implications of this commercial corridor are more fully-described in the *Comprehensive Plan Compliance*, above. An excerpt of the zoning map depicting the Nichols Avenue M-1 “corridor” is shown below with subject property outlined in black:



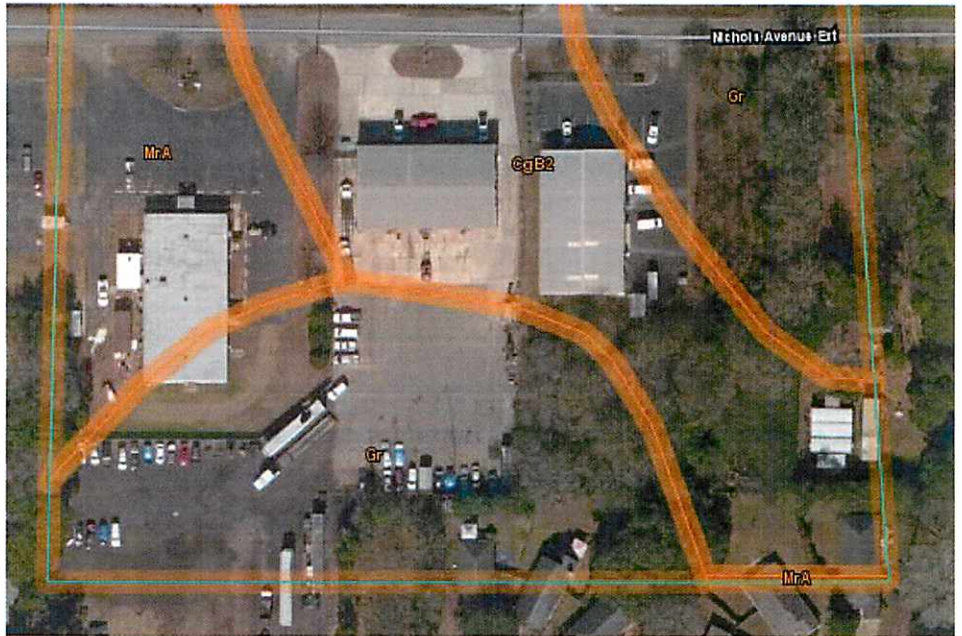
The approval of subject application would complete the M-1 corridor south of Nichols Street and east of Greene Road up to the adjoining unzoned PPIN 36272, with the exception of the western parking area of the Gaston-Lee VFW Post which remains unzoned Baldwin County. As discussed previously, it is possible the requested rezoning would serve as an “edge” of commercial development as contemplated by the Comprehensive Plan and then transition to residential development.

Article II Section C.1.e.(4) Adequacy of public infrastructure to support the proposed development Natural gas, water, sewer, and electrical service is available at this location. The applicant is encouraged to contact City of Fairhope Planning, Public Utilities, and Public Works staff at the pre-development stage to become aware of any infrastructure improvements needed to provide service to a future development of subject property. It is not believed the site plan included with the subject application includes development activity that will require relocation of the existing overhead electrical utilities to underground. A sample image of the Fairhope Public Utilities overhead electrical service for subject property is included at right:



Article II Section C.1.e.(5) Natural Resources The USDA Web Soils Survey website (<https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm>) was examined to determine the existing soil types of subject property. Non-hydric Marlboro and Carnegie Soils occur on the site, however hydric Grady soil appears on the site in the area of the proposed towing operation expansion.

Prior to conveyance of property, the future property owner is encouraged to contact the building official to determine if a wetland delineation will be required prior to land disturbance for the property to be conveyed onto which the towing company operation may be expanded. An excerpt of the Web Soil Survey map is included at right. Approximately half the property to be conveyed consists of Grady soils, per USDA web soils survey.



Article II Section C.1.e.(6) Compliance with other laws and regulations

Subject property falls within the police and permit jurisdictions of the City of Fairhope and the various ordinances (Tree/Landscape, Erosion Control, Signage, Greeno Road Buffers, etc.) will apply to any development activities. The proposed conveyance replat, which serves as the site plan supporting document for subject application, includes a note indicating compliance with ordinance 1444, Tree/Landscaping ordinance is required so that proper screening is included between the proposed M-1 zoning district and the existing adjacent R-3PGH zoning district.

Article II Section C.1.e.(7) Compliance with other applicable laws and regulations of other jurisdictions All State and Federal Regulations shall apply if the property is developed, such as ADEM NDPES/ALR registration if more than 1 acre of land disturbance occurs.

Article II Section C.1.e.(8 & 9) Impacts on adjacent and neighboring properties including noise, traffic, visible intrusions, potential physical impacts, and property values. As described in detail in the comments related to Article C.1.e.(3) above, the adjacent property to the west of subject property is the office and support facilities for Tony's Towing. PPIN 20371 that contains the Tony's Towing operation was annexed into the City of Fairhope, conditional upon establishment of M-1 zoning, in July 1997 via ordinance number 1016. The existing office space located upon PPIN 214349 is an existing non-conformity as it is located upon an area zoned R-1 low density residential. The approval of subject application will align the zoning of subject property to that of the adjacent western properties, as well as the M-1 zoned properties within 150' to the west and southwest of subject property. With the exception of an automobile repair facility, the most intense uses, such as automobile service centers, junk yards, salvage yards, outdoor sales yards, or personal storage facilities require approval by the Board of Adjustments prior to establishment of that type of land use. Staff's interpretation of the zoning ordinance is that the proposed use demonstrated by the included site plan is that of a junk yard or salvage yard in accordance with Article IX Section B.5.u. *Junk Yard or Salvage Yard*. As a result, an additional vetting process is required for the most intense uses that may potentially occur on the site. This same vetting process through the Board of Adjustments must occur for the intended use of the portion of subject property to be conveyed to the property containing the towing operation, because that towing operation will likely contain "a structure or lot where discarded or salvaged materials are bought, sold, exchanged, baled, packed, stored, accumulated, disassembled, or handled". The nature of the existing use of the adjacent property to subject property, the screening requirements of the tree/landscape ordinance, as well as the additional vetting required via a Board of Adjustments application will mitigate any impacts to the adjacent and surrounding properties.

Dimension Standards:

The dimensions standards for the existing R-1 zoning district and the proposed M-1 zoning district are summarized below.

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre(UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by principle structure	Max. height
			Front	Rear	Side	Street side		
R-1	15,000 s.f./-	100'	40'	35'	10' b	20'	40 %	30'
M-1	None / -	none	none g	none f	none c		none	45'

c. Where a lot abuts residential property, the side setback shall be 10'.

f. Were a lot abuts residential property to the rear, the rear setback shall be 20'

g. In the case of existing adjacent establishments, the setback shall be the average within 100 feet on either side of the proposed structure.

Traffic: Subject property's existing non-conforming use as an office facility will be maintained, and the application for rezoning does not request any change of use or development activity that would indicate a change in traffic patterns. The area to be conveyed to the towing company's property is approximately 18,700sf, or 0.4 acres, and no development activity is identified in the application for zoning change or on the proposed site plan that would affect traffic patterns. The conveyance is not a creation of a new lot, and therefore a subdivision application is not necessary for the conveyance to occur. The timeline for alterations or modifications of the property proposed for conveyance is not known at the time of this writing.

Compatibility Analysis: A full compatibility analysis examining the actual and allowable development densities of nearby properties has not been performed for the rezoning request because the applicant is proposing a zoning change that reflects the actual uses of subject property and will aligned subject property's uses with the adjoining uses.

Site Plan As stated previously, the site plan included with subject application proposes a conveyance of property from PPIN 214439 to PPIN 20371, likely to expand the area on which the uses associated with Tony's Towing occur. The applicant is advised a formal, stand-alone Site Plan review process as required by the Zoning Ordinance may be required if the development of the portion subject property conveyed to PPIN 20371 meets the following criteria of Article II Section C.2:

Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

- (1) Has a gross floor area of 10,000 square feet or greater; or,
- (2) More than 30% of the lot (excluding the building) is impervious; or
- (3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article VI. However, applicants for rezoning to the village districts may elect to use the special review procedures in Article VI, Section D for review of the rezoning application and site plans associated with a village development.
- (4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval.

Further, the applicant is reminded the screening/buffering requirements of Tree/Landscape ordinance 1444 must have compliance due to the adjoining R-3 PGH properties associated with the Belle Chase residential development. In addition, uses such as junk yard or salvage yard must be appealed to the Zoning Board of Adjustment for areas zoned M-1 Light Industrial. The aerial image below is representative of the portion of PPIN 214349 to be conveyed to PPIN 20371, outlined in orange:



Staff Recommendation:

Staff recommends **APPROVAL** of Case number ZC18.13, related to PPIN 214349 and PPIN 206820 located at 8330 Nichols Avenue and forwarding to the Fairhope City Council for final adoption, subject to the following condition:

- 1) Junk yard or salvage yard uses for the portion of subject property reflected in the included site plan must be appealed to the Zoning Board of Adjustment.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its November 5, 2018 regular meeting recommended **APPROVAL** of Case number ZC18.13, related to PPIN 214349 and PPIN 206820 located at 8330 Nichols Avenue and forwarding to the Fairhope City Council for final adoption, subject to the following condition:

- 1) Junk yard or salvage yard uses for the portion of subject property reflected in the included site plan must be appealed to the Zoning Board of Adjustment.

ORDINANCE NO. _____

WHEREAS, A.I.C., JR. LAND A.I. CORTE, III FAMILY LIMITED PARTNERSHIP, the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is to be known as part of North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama.

LEGAL DESCRIPTION:

**TAX PARCELS 05-46-02-03-0-000-004.000
05-46-02-03-0-000-002.000 (Portion of)**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1263.31 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 00°22'07" WEST A DISTANCE OF 60.39 FEET; THENCE RUN SOUTH 89°55'46" EAST A DISTANCE OF 659.93 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 1324.43 FEET; THENCE RUN SOUTH 00°17'31" WEST A DISTANCE OF 1281.46 FEET; THENCE RUN NORTH 89°40'05" WEST A DISTANCE OF 1318.50 FEET; THENCE RUN NORTH 00°13'22" EAST A DISTANCE OF 2600.79 FEET; THENCE RUN NORTH 89°35'51" WEST A DISTANCE OF 958.61 FEET; THENCE RUN NORTH 10°22'26" EAST A DISTANCE OF 205.42 FEET; THENCE RUN NORTH 03°48'14" WEST A DISTANCE OF 147.91 FEET; THENCE RUN NORTH 37°44'55" EAST A DISTANCE OF 262.37 FEET; THENCE RUN NORTH 51°28'27" EAST A DISTANCE OF 264.96 FEET; THENCE RUN NORTH 82°15'03" EAST A DISTANCE OF 147.33 FEET; THENCE RUN SOUTH 54°55'11" EAST A DISTANCE OF 313.72 FEET; THENCE RUN NORTH 85°40'07" EAST A DISTANCE OF 283.67 FEET; THENCE RUN SOUTH 54°44'43" EAST A DISTANCE OF 195.00 FEET; THENCE RUN SOUTH 07°52'59" EAST A DISTANCE OF 145.73 FEET; THENCE RUN SOUTH 28°56'41" EAST A DISTANCE OF 319.13 FEET; THENCE RUN SOUTH 79°28'49" EAST A DISTANCE OF 111.86 FEET; THENCE RUN NORTH 75°11'49" EAST A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT (R-2 PARCEL)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1323.70 FEET; THEN SOUTH 45°36'83" WEST A DISTANCE OF 309.83 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 89°43'28" EAST A DISTANCE OF 90.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.81 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 44°43'28" WEST, WITH A CHORD LENGTH OF 106.07 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 382.47 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 455.21 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD

Ordinance No. _____

Page -2-

BEARING OF NORTH 85°38'17" WEST, WITH A CHORD LENGTH OF 454.50 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF NORTH 39°54'24" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 561.49 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 823.48 FEET, WITH A RADIUS OF 2585.00 FEET, WITH A CHORD BEARING OF SOUTH 89°43'28" EAST, WITH A CHORD LENGTH OF 820.00 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 561.49 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF SOUTH 40°27'28" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.86 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF SOUTH 82°42'38" WEST, WITH A CHORD LENGTH OF 169.83 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 467.50 FEET TO THE POINT OF BEGINNING;

R-1 PARCEL LANDS SITUATE, LYING AND BEING IN BALDWIN COUNTY, ALABAMA AND CONTAINING 83.30 ACRES MORE OR LESS.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

ADOPTED THIS 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



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
- The condition of the Petition is that zoning be established as _____
Concurrent with Annexation. (Zoning Request)

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

A.I. Corte III
Signature of Petitioner

A I. Corte III
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: _____

Petitioner's Current Physical Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Petitioner's Current Mailing Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Telephone Number(s): (251) 421 5600
Home Work

County Tax Parcel Number: 05-46-02-03-0-000-002.000 (portion of)
05-46-02-03-0-000-004.000

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 83.33 AC
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use Single-Family Subdivision
- If property is being developed as a subdivision, give subdivision name
North Hills of Fairhope (not yet submitted)
- Number of lots within proposed subdivision 81 lots

I, WANDA LACOSTE a Notary Public in and for said State and County, hereby certify that A.J. COETE III 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 10 day of Jan, 2019,

(Seal)

Wanda LaCoste
Notary Public

My commission expires 11-21-2020

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

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

(Seal)

Notary Public

My commission expires _____

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

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

(Seal)

Notary Public

My commission expires _____



City Council

January 2019

Case: ZC 18.10 North Hills at Fairhope

Applicant Name:

Dewberry Engineers, Inc.

Owner:

A.I. Corte, III

Site Data:

Number of lots:

112

Total Acreage:

96.8 *Total of Parcel 1 & 2*

Project Type:

Rezoning Request from

Unzoned, Unincorporated Baldwin County

to

R-2 Medium Density Single Family

PPIN

98367

General Location:

5/8 west of AL HWY 181 north

Side of AL HWY 104

School District:

Fairhope Elementary, Middle, and High Schools

Staff Recommendation:

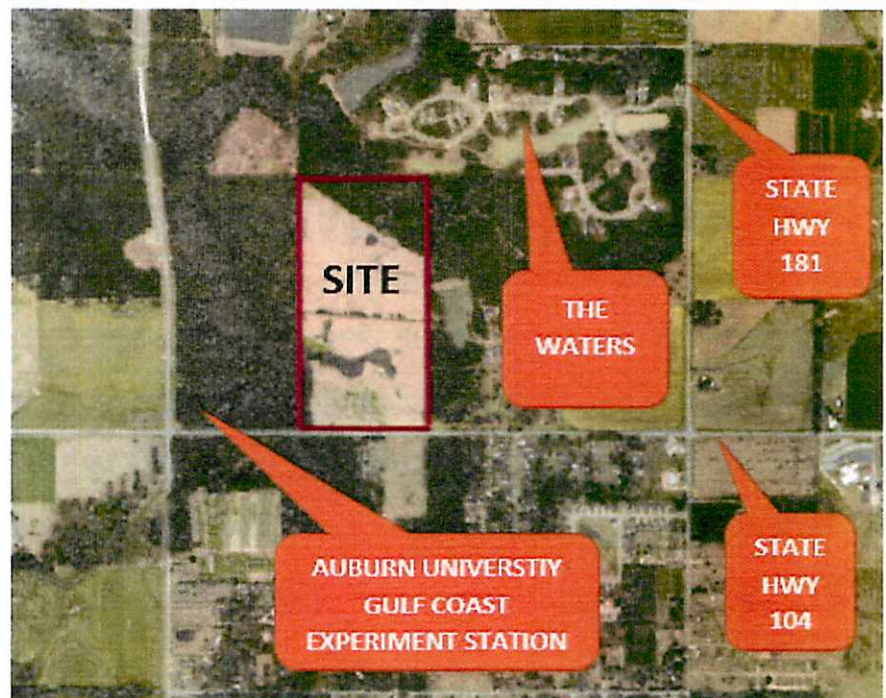
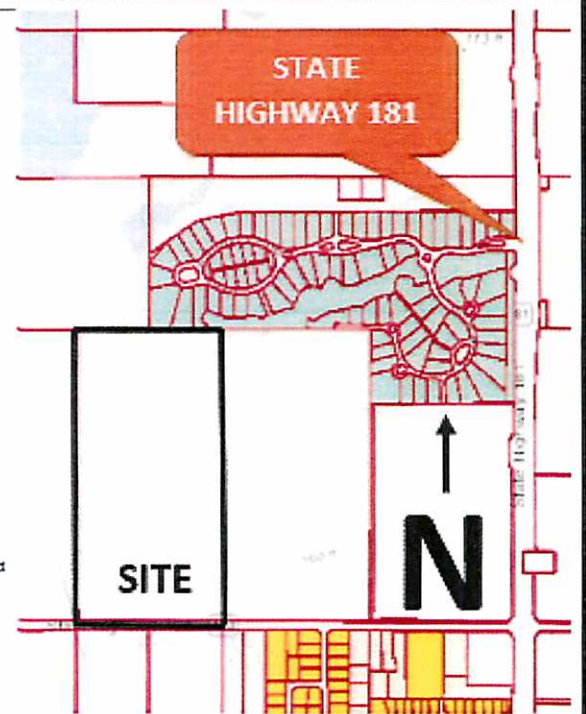
Approval

PC Recommendation:

Approval

Legend

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





Dewberry Engineers Inc. | 251.990.9950
25353 Friendship Road | 251.990.9910 fax
Daphne, AL 36526 | www.dewberry.com

February 13, 2019

Ms. Lisa Hanks
City Clerk
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533


**RE: A.I.C., JR. LAND A.I. CORTE, III
Annexation Petition and Zoning Request**

Dear Lisa:

On behalf of the owner, we are requesting to place the Petition for Annexation and Zoning Request on the next City Council agenda for final consideration. Thanks for your assistance with this.

If you have any questions, please feel free to call me.

Sincerely,
DEWBERRY


Steven Pumphrey
Senior Planner

cc: File (50103933)

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 A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to be known as part of North Hills at Fairhope, generally located on the north side of State Hwy. 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama.

PPIN #: A portion of 98367

Legal Description: (Case number ZC 18.10)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1323.70 FEET; THEN SOUTH 45°36'83" WEST A DISTANCE OF 309.83 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 89°43'28" EAST A DISTANCE OF 90.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.81 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 44°43'28" WEST, WITH A CHORD LENGTH OF 106.07 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 382.47 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 455.21 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF NORTH 85°38'17" WEST, WITH A CHORD LENGTH OF 454.50 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF NORTH 39°54'24" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 561.49 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 823.48 FEET, WITH A RADIUS OF 2585.00 FEET, WITH A CHORD BEARING OF SOUTH 89°43'28" EAST, WITH A CHORD LENGTH OF 820.00 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 561.49 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF SOUTH 40°27'28" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.86 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF SOUTH 82°42'38" WEST, WITH A CHORD LENGTH OF 169.83 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 467.50 FEET TO THE POINT OF BEGINNING; PARCEL LANDS SITUATE, LYING AND BEING IN BALDWIN COUNTY, ALABAMA AND CONTAINING 13.47 ACRES MORE OR LESS.

A map of the property to be zoned is attached as Exhibit A

Ordinance No. ____

Page -2-

The property is hereby initially zoned R-2 Medium Density Single Family Residential District 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 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 13.47 AC
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use Single-Family Subdivision
- If property is being developed as a subdivision, give subdivision name
North Hills of Fairhope (not yet submitted)
- Number of lots within proposed subdivision 31 lots

I, WANDA LACOSTE a Notary Public in and for said State and County, hereby certify that A.J. CORTE III 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 10 day of Jan, 2019,

(Seal)

Wanda LaCoste

Notary Public

My commission expires 11-21-2020

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

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

(Seal)

Notary Public

My commission expires _____

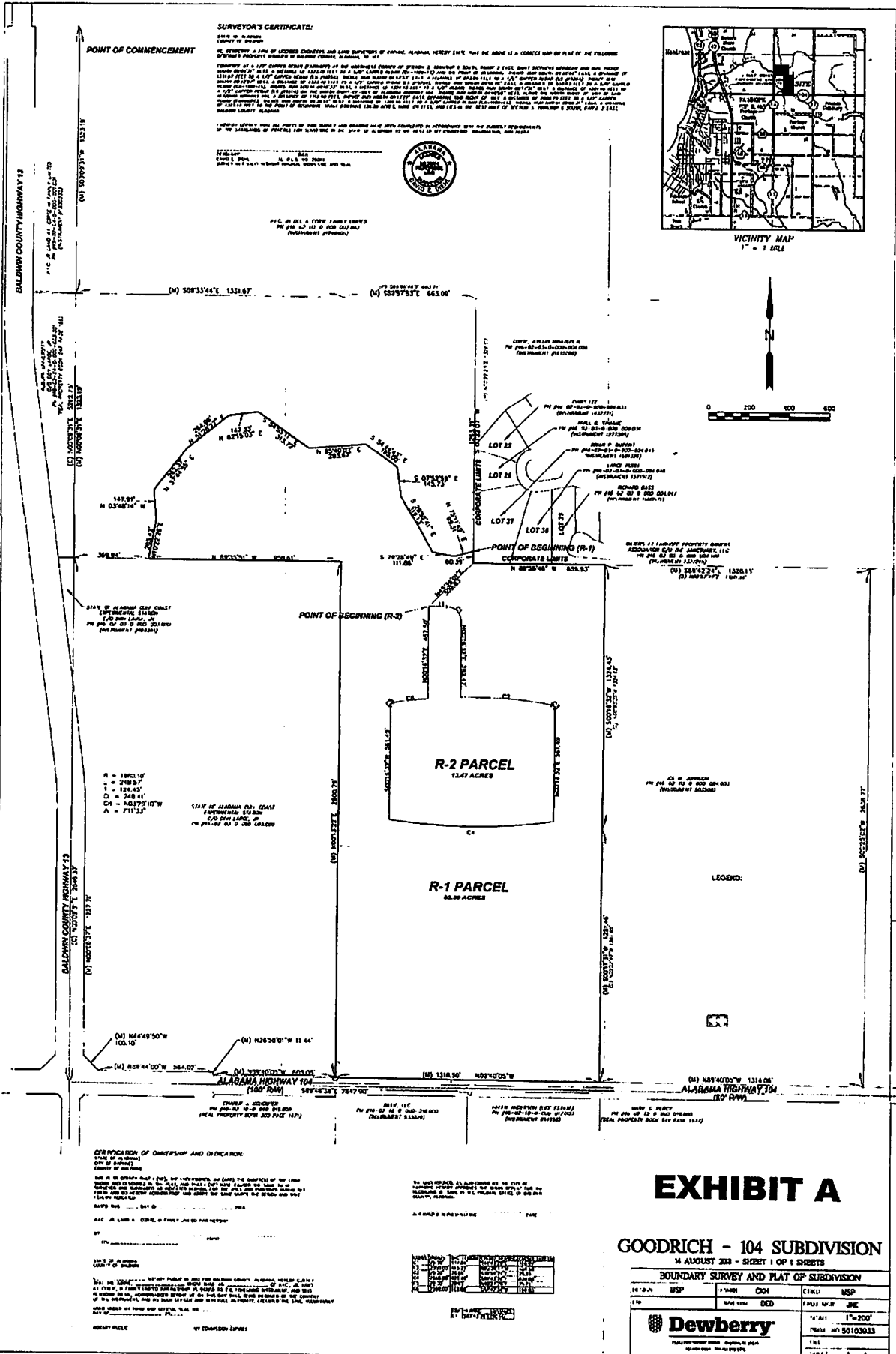
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day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

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

(Seal)

Notary Public

My commission expires _____





City Council

January 2019

Case: ZC 18.10 North Hills at Fairhope

Applicant Name:

Dewberry Engineers, Inc.

Owner:

A.I. Corte, III

Site Data:

Number of lots:

112

Total Acreage:

96.8

Project Type:

Rezoning Request from

Unzoned, Unincorporated Baldwin County

to

R-2 Medium Density Single Family

PPIN

98367

General Location:

5/8 west of AL HWY 181 north

Side of AL HWY 104

School District:

Fairhope Elementary, Middle, and High Schools

Staff Recommendation:

Approval

PC Recommendation:

Approval

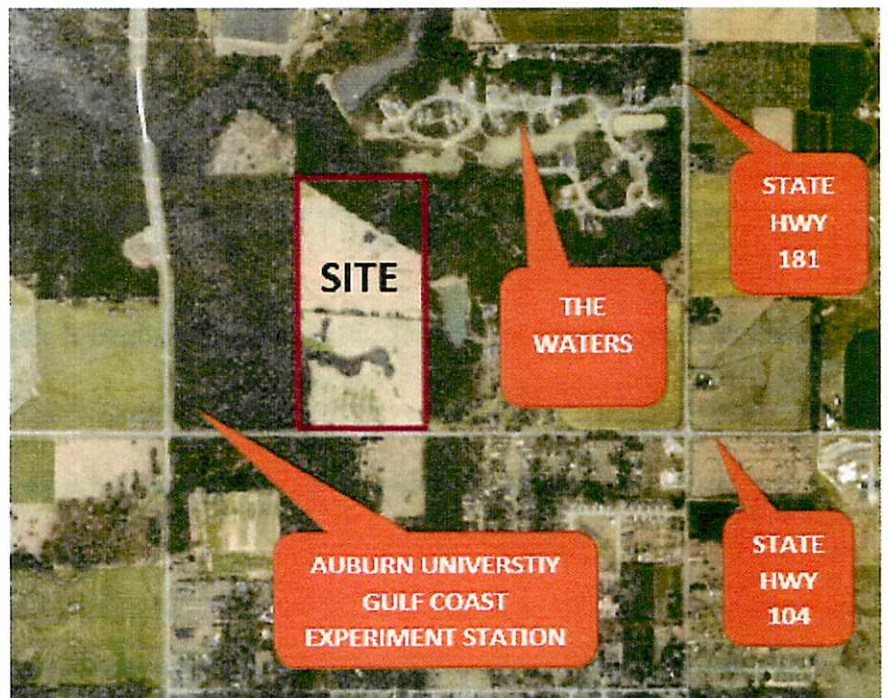
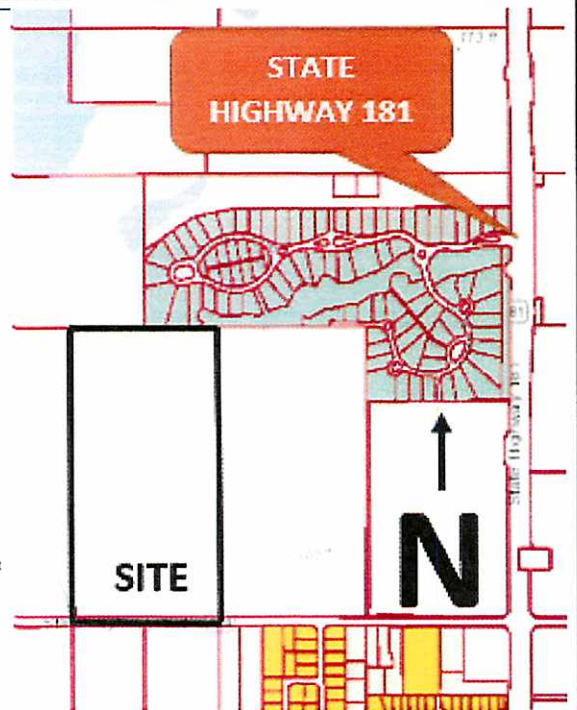
Legend

----- Subject Parcel

CITY OF FAIRHOPE ZONING

Zoning

- TR Tourist Resort
- R-4 Residential / Agriculture District
- R-1 Low Density Single-Family
- R1(a)
- R1(b)
- R1(c)
- R-2 Medium Density Single-Family
- R-3 High Density Single-Family
- R-3 PGH Patio/Garden Single Family
- R-3 TH Townhouse Single Family
- R-4 Low Density Multi-Family
- R-5 High Density Dwelling Residential
- R-6 Mobile Home Park District
- B-1 Local Shopping District
- B-2 General Business District
- B-3a Tourist Resort Lodging District
- B-3b Tourist Resort Commercial Service District
- B-4 Business and Professional District
- M-1 Light Industrial District
- P-1 Parking
- PUD Planned Unit Development
- Parcel Lot Line

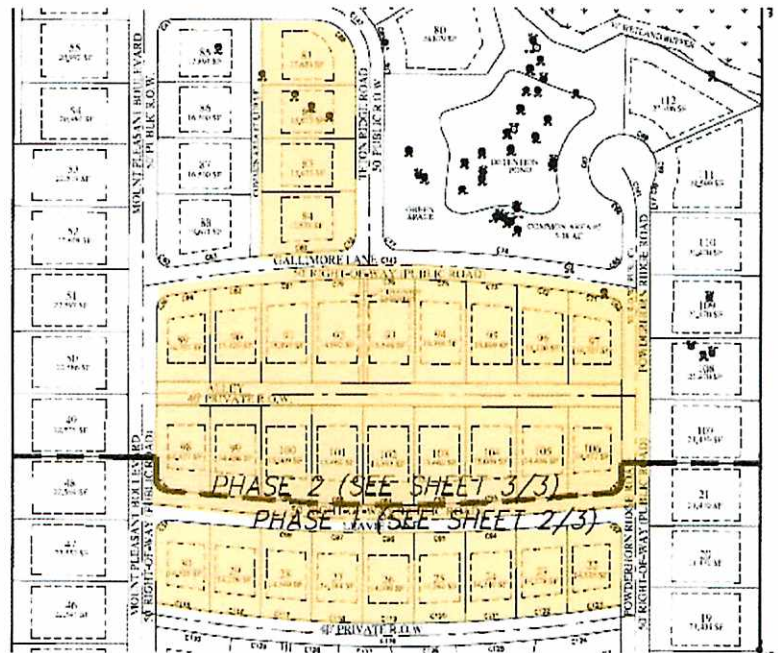


Summary of Request:

The applicant is seeking concurrent annexation and rezoning of approximately 13.47 acres +/- from unzoned Baldwin County to the City of Fairhope R-2 Medium Density Single Family Residential zoning district. The subject property is located approximately 5/8 mile west of AL HWY 181 along the north side of AL HWY 104 and 3/8 mile east of County Road 13. The 13.47 acre area requested by the subject application is a portion of a parcel of approximately 96.8 acres that comprises a development more fully-described in “comments” below. A Portion of the existing *The Waters* PUD abuts the parcel containing subject property to the north. With the exception of adjoining property PPIN 8601, which is zoned by Baldwin County, all other adjoining properties remain within unzoned Baldwin County. The existing Country Woods and Hollowbrook Subdivisions, zoned City of Fairhope R-1 Low Density Single Family Residential, are located approximately 1,000’ east of subject property along the south side of AL HWY 104.

Comments:

The subject property is comprised of one large (PPIN 98367) generally rectangular parcel fronting AL HWY 104, a paved publicly-maintained street. The related subdivision case # SD 18.35, titled “North Hills Fairhope” will be considered by the Planning Commission at a future meeting. Case # SD 18.35’s drawings which support the subject request for annexation/PUD zoning request depicts a future residential subdivision development of 112 single family residential lots on 96.8 acres, for an overall development density of 1.16 units per acre. Should the annexation be approved, and the zoning classification be approved as



City of Fairhope R-2, the future subdivision application will include the afore-mentioned 112 single family lots, one full-access entrance/exit along AL HWY 104, and one unopened 50’ future right-of-way ‘stub street’ in the subdivision’s southeast side. Further, the balance of the 96.8 acre site above and beyond the 13.47 acres considered by this request shall be requested for R-1 Low Density Single Family Zoning, via a separately-submitted application submitted directly to the Fairhope City Council. The intention of the developer is to coordinate submission of the R-1 zoning request with the subject application’s R-2 zoning request so that both requests may be considered by the city council at the same meeting so that agenda preparation and consideration by the council is coordinated and simplified. An excerpt of the of the North Hills Fairhope preliminary plat is included above right, with the R-2 zoning classification area marked in yellow. A total of 31 lots comprising approximately 13.47 acres are requested for R-2 zoning, resulting in 2.3 units per acre requested development density.

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

R-2 Medium Density Single-Family Residential District: This district is intended as a medium density single family urban residential district, with lots of moderate size.

The site data table included with the supporting documents of subject application includes the proposed dimensional standards summarized in the table below. R-1 zoning classification, though not requested by subject application, is shown for schematic purposes and for completeness:

Case # ZC 18.10 Proposed R-1 and R-2 Dimensional Standards

District	Lot #'s	Lot Sizes (minimum)	Typical Lot Width	Front Setback	Rear Setback	Side Setback	Max. Lot Coverage	Max. Building Height
R-1	1-21 31-80 85-88 107-112	15,000sf	100'	40'	35'	10'	40%	30'
R-2	22-30 81-84 89-106	10,500sf	75'	35'	35'	10'	37%	30'

The site data table included with the proposed development’s preliminary plat indicates a smallest lot size of 14,278sf and a largest lot size of 54,745sf. In addition to the typical dimensions standards shown above, 5’ rear and side setbacks are required for any accessory structures located on the residential lots within the proposed development. Any accessory structures must be located behind the rear building line of the principle structure, maintain 10’ separation from the principle structure, and have a lot coverage of no more than 25% of the required rear yard for each lot, in addition to various other requirements of the zoning ordinance related to accessory structures.

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 61.6 (or 112 x 0.55) elementary school students, 22.4 (or 112 x 0.2) middle school students and 22.4 (or 112 x 0.2) high school students.

Development Name	Application Type	Housing Type	Total Units	Attendance Zone	SYF	Expected Number of Students
Twin Beech Estates	PUD request	SF	112	Fairhope Elementary	0.55	61.6
" "	" "	"	"	Fairhope Middle	0.2	22.4
" "	" "	"	"	Fairhope High	0.2	22.4
Total Students						106.4

Allowable Uses:

Requested uses are “single family residential” as allowable by both R-1 and R-2 zoning requested for the development.

Zoning History of Nearby Properties:

Case number ZC 05.06 was a request by Mr. Pat Achee for annexation contingent upon a zoning change from unzoned Baldwin County to Planned Unit Development (PUD) for the development known as *The Waters*, located on the west side of AL HWY 181 north of AL HWY 181. The Fairhope City Council approved Case # ZC 05.06 on April 25, 2005.

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.

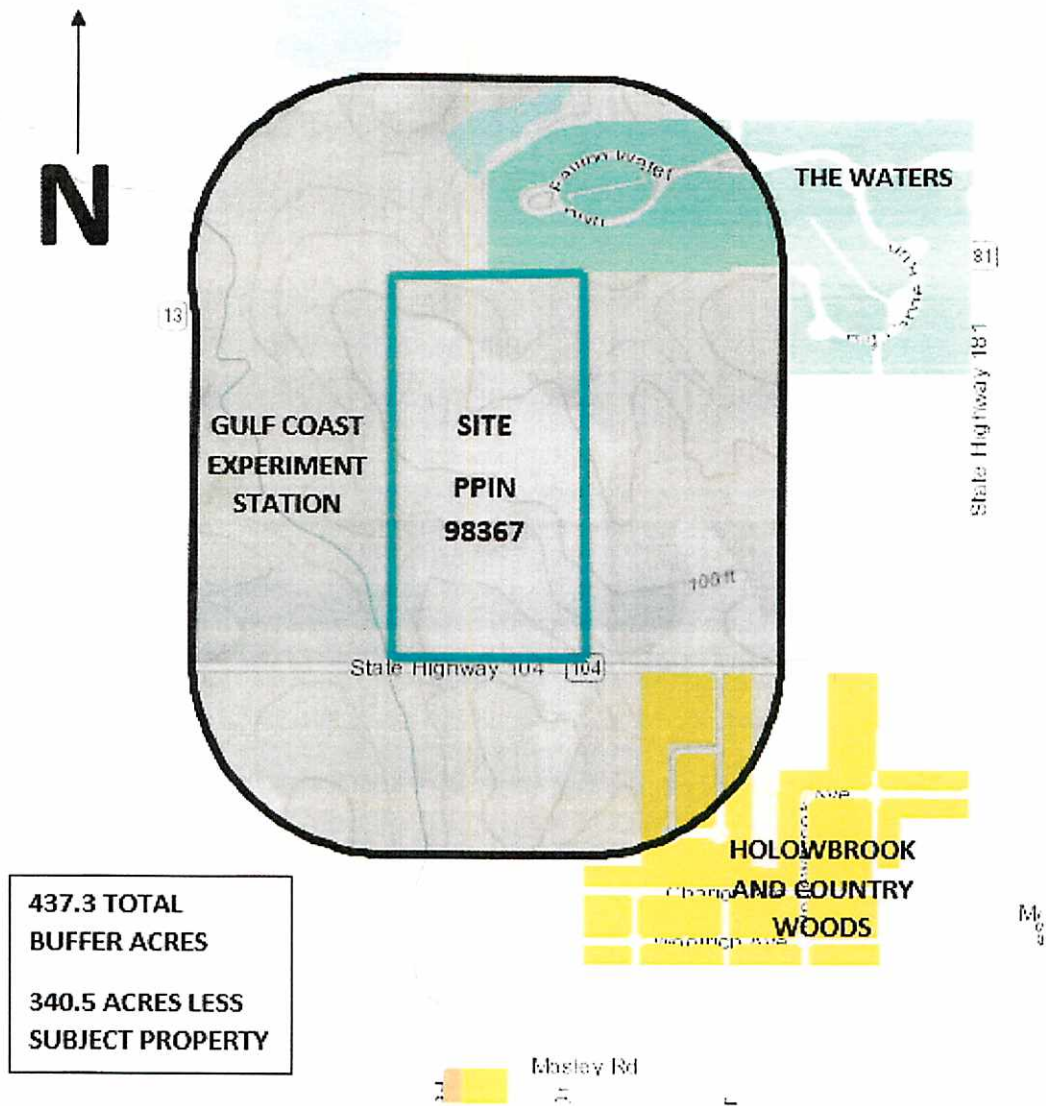
The Code of Alabama, Section 11-52-72 provides the following purpose for planning and zoning: ***“designed to lessen congestion in the streets, to secure safety from fire, panic and other dangers, to promote health and the general welfare, to provide adequate light and air, to prevent the overcrowding 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 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. Though there are a number of undeveloped properties, and in the case of the Gulf Coast Experiment Station, properties unlikely for development in the foreseeable future, AL HWY 104 is a corridor on which residential development is not only expected but is inevitable. The Zoning Compatibility Analysis applied to subject property examines both “surrounding neighborhoods” (subdivisions and other developments one-quarter mile, or 1,320 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 1,320’ buffer around the subject property utilizing the ‘buffer’ toolkit within the

KCS Fairhope web viewer. The subject property is outlined in blue and the 1,320' buffer is depicted below by the black circular border with light gray fill shown on the map excerpt below:



The purpose of examining development densities is to provide a comparison of the requested development density to that of the existing actual as well as allowable development densities of the properties surrounding the subject property. The actual and allowable densities are determined by examining the properties within the buffer in the map shown above and *weighted* by the number of acres of a particular density occurring within the buffer. 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 number of units per property is determined utilizing Baldwin County Probate and Revenue data, and both the actual and allowable development densities are averaged to determine a weighted average development density of the buffer area, less the subject property under consideration.

The development density analysis for subject property includes the following assumptions:

- Unzoned Property
 - Unzoned, undeveloped property has an actual development density of zero (0) units per acre

- The actual development density of unzoned, developed property is represented as accurately as possible
 - Unit counts for mobile home parks are counted as accurately as practicable
 - Any other multiple-occupancy uses such as apartments or accessory dwellings are counted as accurately as practicable
 - If only one (1) residential unit occurs on a piece of property, it has a development density of 1 unit divided by the property's acreage
- The allowable development density of unzoned property is based upon the minimum lot size of Article V, Section E.2.b. of the Subdivision Regulations
 - $(43,560 \text{ sf per acre}) \div (15,000 \text{ sf per lot}) = 2.9 \text{ units per acre}$
- Residential subdivision developments are analyzed as units within the buffer area
 - PUDs have the same actual and allowable development density because the density is a function of and governed by each PUD's ordinance
 - Actual density of non-PUD zoned subdivisions is based upon units per acre derived from its approved final plat to the maximum extent practicable, or calculated directly by units per acre
 - Allowable density of non-PUD zoned subdivision developments, as well as various zoned areas is based upon its zoning district
 - R-1: $(43,560 \text{ sf per acre}) \div (15,000 \text{ sf per lot}) = 2.9 \text{ units per acre}$
 - R-2: $(43,560 \text{ sf per acre}) \div (10,500 \text{ sf per lot}) = 4.15 \text{ units per acre}$

Weighted development densities are summarized in the "development density conclusions" section of this staff report.

WEIGHTED DENSITY CALCULATION

As stated previously the total area of the buffer, as determined by KCS Fairhope Map Viewer is 437.3 acres. Subtracting the 96.8 acres of subject property leaves a net buffer area of 340.5 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	Raw Actual (units)
The Waters at Fairhope	PUD	94.85	40.70	0.94	38.26
Country Woods	R-1 Low Density Single Family	22	16.50	1.54	25.41
8601	Unzoned Baldwin County	61	51.2	0	0
40372	Unzoned Baldwin County	77	29	0	0
98367	Unzoned Baldwin County	78	35.9	0	0
226942	Unzoned Baldwin County	78	10.9	3	32.7
269989	Unzoned Baldwin County	24	10.7	0	0
117886	Unzoned Baldwin County	1.5	1.2	1	1.2
10158	Unzoned Baldwin County	1.98	1.98	0	0
25743	Unzoned Baldwin County	5.8	5.8	0	0
33421	Unzoned Baldwin County	5.4	5.4	0	0
765	Unzoned Baldwin County	13	13	1	13
55384	Unzoned Baldwin County	3.3	3.3	1	3.3
55762	Unzoned Baldwin County	3.3	3.3	0	0
62466	Unzoned Baldwin County	34	34	0	0
24315	Unzoned Baldwin County	37	37	0	0

The sum of the weighted actual units is 113.87 units. When divided by the net buffer area of 340.5 acres, the *actual weighted density* is calculated as 0.334 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	Raw Allowable (units)
The Waters at Fairhope	PUD	94.85	40.70	0.94	38.26
Country Woods	R-1 Low Density Single Family	22	16.50	1.54	25.41
8601	Unzoned Baldwin County	61	51.2	2.9	148.48
40372	Unzoned Baldwin County	77	29	2.9	84.1
98367	Unzoned Baldwin County	78	35.9	2.9	104.11
226942	Unzoned Baldwin County	78	10.9	2.9	31.61
269989	Unzoned Baldwin County	24	10.7	2.9	31.03
117886	Unzoned Baldwin County	1.5	1.2	2.9	3.48
10158	Unzoned Baldwin County	1.98	1.98	2.9	5.742
25743	Unzoned Baldwin County	5.8	5.8	2.9	16.82
33421	Unzoned Baldwin County	5.4	5.4	2.9	15.66
765	Unzoned Baldwin County	13	13	2.9	37.7
55384	Unzoned Baldwin County	3.3	3.3	2.9	9.57
55762	Unzoned Baldwin County	3.3	3.3	2.9	9.57
62466	Unzoned Baldwin County	34	34	2.9	98.6
24315	Unzoned Baldwin County	37	37	2.9	107.3

The sum of the weighted allowable units is 767.44 units. When divided by the net buffer area of 340.5 acres, the *allowable weighted density* is calculated as 2.254 units per acre.

The average weighted development density of both the actual and allowable densities is therefore: $(2.254 + 0.334)/2 = 1.294$ units per acre (this very low density reflects a number of undeveloped properties with zero units per acre)

Development Density Conclusions

As stated previously, the requested development density of the subject application is 2.3 units/acre, approximately 78% greater than the 1.294 units per acre weighted average density of the adjacent properties and surrounding neighborhood surrounding subject development. However, the overall development density of the complete North Hills Fairhope development of 1.16 units per acre is approximately 10% less than the weighted average development density of adjacent properties and surrounding neighborhood. At the micro level, the 13.47 acre area for which R-2 zoning is requested is an area of density substantially higher than that of the adjacent area and surrounding neighborhood. However, the lot sizes of the area requested for R-2 zoning substantially exceed the 10,500sf R-2 zoning lot size. The smallest lots in this area, Lots 23 and 29 each have a lot size of 14,248sf. A majority of the lots in the subject property are just below the 15,000sf lot size requirement of R-1 zoning. At the macro level, the 1.16 units per acre overall development density of the entire development is approximately 10% less than weighted average development density of the adjacent properties and surrounding neighborhood as mentioned above, and as a result the development density of the existing properties adjacent to and surrounding subject property support the desired development density requested by subject application.

Twin Beech Estates Zoning Compatibility Analysis Chart

Compatibility Subject	Recommended Method	Analysis of Recommendation
Dwelling Unit / Housing Type	<p><u>Adjacent Area:</u> 100% single family in zoned Areas (PUD)</p> <p><u>Surrounding Neighborhood:</u> 100% single family in zoned Areas (R-1).</p> <p>100% single family on Unzoned parcels (investigated to the maximum extent practicable)</p>	<p>Proposed development requests 112 single family units overall, 31 single family units in the proposed R-2 zoning district</p> <p><i>Proposed development is <u>consistent</u> with the surrounding neighborhood and adjacent areas. All zoned units in the adjacent area and surrounding neighborhood are single family and all unzoned properties are either undeveloped or single family.</i></p>
Building Orientation	N/A	<p>Case # SD 18.35 will be considered By the planning commission during a Future meeting. Case # SD 18.35 does Not request any departures from the Zoning ordinance and is not requesting A planned unit development that would Affect building orientation, therefore The building orientation of the proposed Development <u>is consistent</u> with adjacent And surrounding properties</p>
<p>Building Setbacks</p> <p>Building Setbacks (continued)</p>	<p><u>Adjacent area setbacks:</u> <u>(Hollowbrook used for example purposes, setbacks not shown on Country Woods plats)</u> Front – 30’ Rear – 30’ Side – 10’ Side Street – 20’ (R-1 zoning district was Established after Hollowbrook Was developed, no R-2 zoning occurs in buffer) The Waters setbacks vary by Lot, ranging from 20’ front up To 50’ front</p>	<p><u>Proposed R-1 development setbacks:</u> Front – 40’ Rear – 35’ Side – 10’ Side Street – 20’ <u>Proposed R-2 development setbacks:</u> Front – 35’ Rear – 35’ Side – 10’ Side Street – 20’</p> <p><i>Building setbacks exceed the nearby Hollowbrook Subdivision setbacks, the Proposed R-2 is also <u>consistent</u> with Or exceeds The Waters PUD setbacks</i></p>
Building Heights	<p><u>Adjacent area building height:</u> Max. Building Height – 35’ (Not specified on Hollowbrook’s Plat, 35’ is the Building height of <i>The Waters</i>)</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, Lot Dimensions are not a readily- quantifiable or highly-accurate measure of compatibility for subject Application. Lot area/density is a more appropriate measure of compatibility, as seen below</p>	

**Compatibility Analysis Chart
(continued)**

<p>Lot Area / Density</p>	<p><u>Adjacent area and Surrounding Neighborhood Actual and allowable Weighted development densities</u></p> <p>0.334 units per acre actual 2.254 units per acre allowable</p> <p>1.294 units per acre average</p>	<p><u>Proposed development lot dimensions:</u></p> <p>31 units / 13.47 acres = 2.3 Units/Acre</p> <p>112 units / 96.8 acres = 1.16 units per acre</p> <p><i>Proposed development is consistent With adjacent areas and surrounding neighborhood</i></p>
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Fairhope Comprehensive Plan Guidance

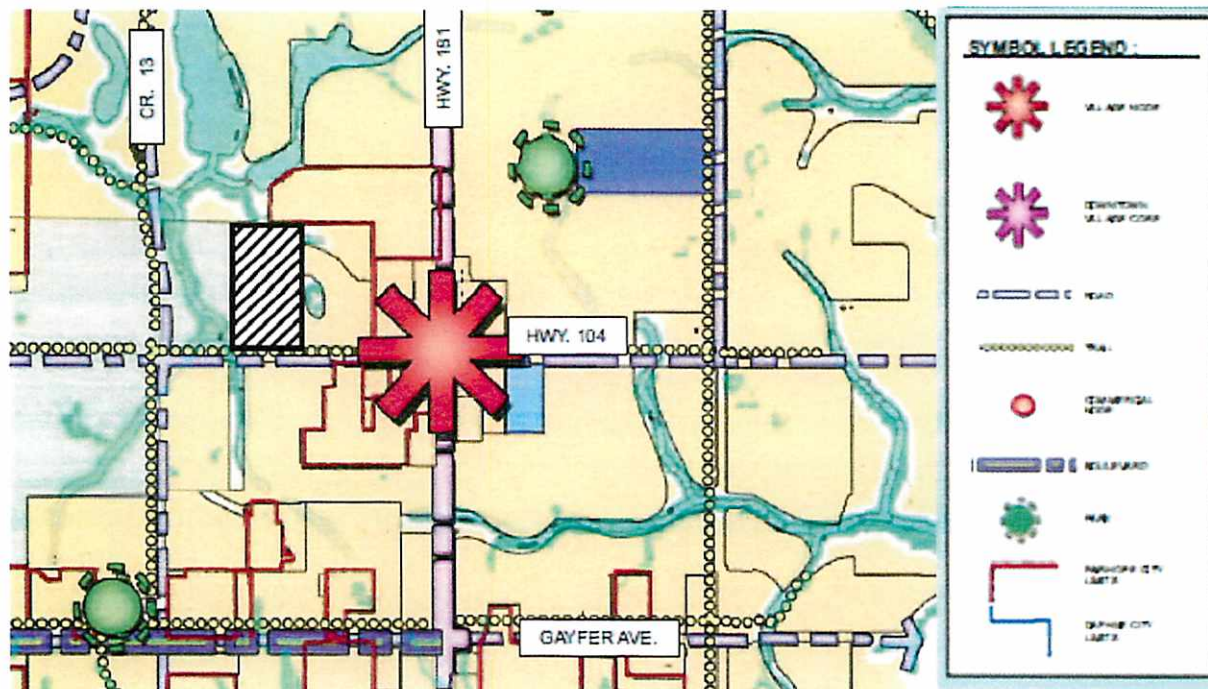
The absence of any intended physical form (lack of a plan) of a city causes a disjointed development pattern, inefficient municipal services, conflicting land uses and negative externalities for business owners, property owners and residents. In general, the lack of a plan and negative externalities 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. Section 5 of this plan contemplates a future village center/node at the intersection of State Highway 181 and State Highway 104 (2014 Comprehensive Plan Update, page 37). The proposed HWY 104/HWY 181 village center is approximately 5/8 mile east of the proposed development, if the “center” of the village center is the centroid of the HWY 104/HWY181 intersection. Using the ¼ mile buffer seen above as the surrounding neighborhood of the subject property, the proposed HWY 104/HWY 181 village center lies slightly outside the surrounding neighborhood of the proposed development, but it is reasonable and logical to assume the proposed development lies within the area of influence of the proposed village center. An excerpt of the village/node map from the Comprehensive Plan is shown below, with subject property depicted in a “crosshatch” pattern:



The comprehensive plan contemplates density transition (page 34) and indicates “The immediate areas around Villages are to be more dense (more units per acre) and then transition to lower density development patterns”. The proposed North Hills Fairhope establishes a density transition within the development as well as an overall density transition. The proposed development transitions from a region of R-2 zoning to a predominant R-1 zoning within the development, which is adjacent to undeveloped properties. The development “anchors” a region by which undeveloped areas, such as the Gulf Coast Experiment Station, transition to low then medium density development in the proposed development, which will then allow future transitions to higher density development near the village node contemplated by the Comprehensive Plan.

Additional Comments

1. The subject property is entirely bordered on west by existing, heavily-wooded undeveloped property comprising the Auburn University Gulf Cost Experiment Station. Commercial or residential development of the Auburn University property in the near future is unlikely.
2. The subject property provides an “anchor” point that allows future, higher density or higher intensity development associated with the HWY 181 / HWY 104 Village Node to transition through subject property to undeveloped property, and therefore demonstrates compliance with the Comprehensive Plan.
3. The subject request for R-2 zoning of lots 22-30, 81-84, and 89-106 includes a requested development density of 2.3 units per acre, and an overall development density of 1.16 units per acre. The overall development density is approximately 10% less dense than the weighted average development density of 1.294 units per acre for the adjacent properties and surrounding neighborhood. Though the large number of undeveloped properties near subject property creates a very low weighted average development density, the overall development density of the proposed development is supported by the adjacent properties and surrounding neighborhood.

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

Recommendation:

Staff recommends Case # ZC 18.10, conditional annexation to R-2 Medium Density Single Family Residential Zoning District for PPIN 98367 be **APPROVED** and forwarded to the City Council for consideration.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its October 1, 2018 regular meeting, recommended **APPROVAL** of Case # ZC 18.10, conditional annexation to R-2 Medium Density Single Family Residential Zoning District.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the Gift of the Cattail Pond Sculpture to the City of Fairhope from Constance Barkley Lewis valued at \$6,700.00.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

LETTER OF GIFT - CATTAIL POND - ARTIST DEEDEE MORRISON

JANUARY 16, 2019

I, Constance Barkley Lewis, 23 Ferry Landing Lane, NE, - Unit 2211 Atlanta, GA 30305, do hereby gift the "Cattail Pond Sculpture" to the City of Fairhope, on January 16, 2019.

The tax deductible charitable gift - "value of the sculpture" is \$6,700.00. Picture is attached hereto as Exhibit "A" and incorporated by reference herein.



Constance Barkley Lewis

City of Fairhope
Mayors Office
161 North Section Street
Fairhope, AL 36532
251-928-2136



The dimensions are 30"H x 15'D. The base is painted steel and the cattails are stainless steel.

RESOLUTION NO. _____

WHEREAS, the Owners of Phase 4 of Golden Oak at Firethorne desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2643-E, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Phase 4 of Golden Oak at Firethorne, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Phase 4 of Golden Oak at Firethorne are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Firethorne Development, LLC (the "Subdivider").

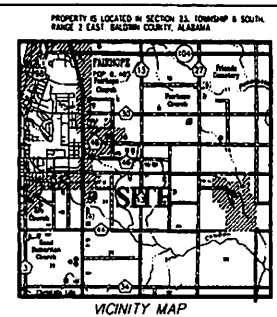
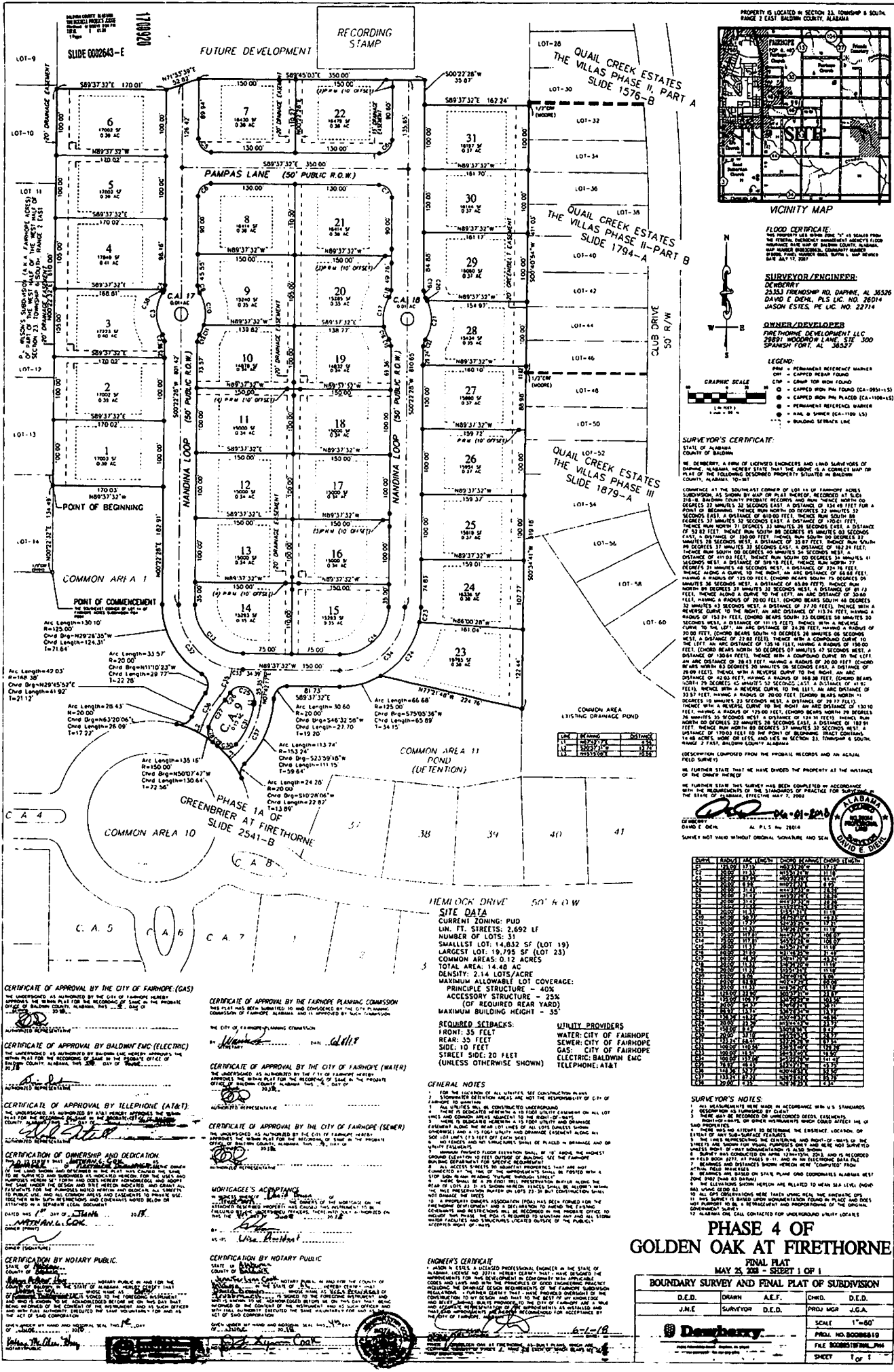
BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



FLOOD CERTIFICATE: The property lies within Zone "A" as shown on the FEMA Flood Insurance Rate Map... SURVEYOR/ENGINEER: DOUGLAS ESTES, PE LIC. NO. 22714

OWNER/DEVELOPER: FIRETHORNE DEVELOPMENT LLC, 3500 SPANISH FORT, AL 36527

LEGEND: P.M. = PERMANENT REFERENCE MARKER, C.M. = CAPMED REAR FOUND, etc.

SURVEYOR'S CERTIFICATE: STATE OF ALABAMA, COUNTY OF BALDWIN... I, DOUGLAS ESTES, a duly licensed professional engineer and land surveyor of the State of Alabama... BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 OF PAMPAS ACRES SUBDIVISION... ENDING AT THE POINT OF BEGINNING.

I HEREBY CERTIFY THAT I HAVE DIVIDED THE PROPERTY AS THE INTENT OF THE OWNER THEREOF... I, DOUGLAS ESTES, PE LIC. NO. 22714

Table with columns: LOT, AREA, DISTANCE, BEARING. Lists details for lots 1 through 31, including areas in square feet and bearings.

SURVEYOR'S NOTES: 1. ALL REFERENCE MARKERS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS... 2. ALL DISTANCES ARE GIVEN IN FEET AND DECIMALS THEREOF.

PHASE 4 OF GOLDEN OAK AT FIRETHORNE. FINAL PLAT. MAY 25, 2006 - SHEET 1 OF 1. BOUNDARY SURVEY AND FINAL PLAT OF SUBDIVISION. Includes logos for D.E. Estes and Douglas Estes.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (CAS) and CERTIFICATE OF APPROVAL BY BALDWIN EMC (ELECTRIC). Both signed by representatives of the respective entities.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION and CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER). Both signed by representatives of the respective entities.

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER) and MORTGAGEE'S ACCEPTANCE. Includes signatures and dates for the City and mortgagee.

REQUIRED BACKSACKS: FRONT: 55 FEET, REAR: 35 FEET, SIDE: 10 FEET. UTILITY PROVIDERS: WATER: CITY OF FAIRHOPE, SEWER: CITY OF FAIRHOPE, GAS: CITY OF FAIRHOPE, ELECTRIC: BALDWIN EMC.

CERTIFICATION BY NOTARY PUBLIC. Includes notary signatures and seals for the City of Fairhope and the surveyor.

OWNER'S CERTIFICATE: I, JAMES L. ESTES, a duly licensed professional engineer... I HEREBY CERTIFY THAT THE DEVELOPMENT IS IN ACCORDANCE WITH THE APPROVED PLANS.

MAINTENANCE AND GUARANTY AGREEMENT

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

Recitals:

WHEREAS, the Sub-divider is the FIRETHORNE DEVELOPMENT, LLC. of FIRETHORNE PHASE FOUR (the "Subdivision"), which Subdivision is recorded as Instrument Number 1708920 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

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

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

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

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

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 191,742.00 . In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

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

RECEIVED
APR 24 2018
BY: *EL*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRETHORNE DEVELOPMENT, LLC.

By: 

Name: MANAGER NATHAN L. COX

As Its: MANAGING MEMBER

Date: 4/23/18

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

EXHIBIT "A"

FIRETHORNE PHASE FOUR

THE IMPROVEMENTS

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
21BCSHS3041

The "PRINCIPAL" (Name and address of Principal)

Cunningham DeLaney Construction, LLC
12940 Underwood Road
Summerdale, AL 36580

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

HARTFORD FIRE INSURANCE COMPANY
Hartford Plaza
Hartford, CT 06115

The "CITY"

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

The "PENAL SUM" of this Bond: One Hundred Ninety One Thousand Seven Hundred Forty Two & 24 /100 Dollars (\$ 191,742.24).

Name and date of the "MAINTENANCE AGREEMENT": Maintenance and Guaranty Agreement dated _____, 20____

The "PROJECT": Firethorne Phase 4 Subdivision

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

RECEIVED
Date of Last Revision: 1-17-08
APR 24 2018
BY: SP

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

SIGNED AND SEALED this 17th day of April, 2018.

ATTEST:

Terri R Paul

PRINCIPAL:

Cunningham DeLaney Construction, LLC

By *Jacob Cunningham*

Jacob Cunningham, Mgr.
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By *J. William Goodloe*

J. William Goodloe, III
Name
P. O. Box 160927
Mobile, AL 36616
Address

SURETY:

HARTFORD FIRE INSURANCE COMPANY

By *J. William Goodloe III*

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

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

Agency Code: 21-250403

KNOW ALL PERSONS BY THESE PRESENTS THAT:

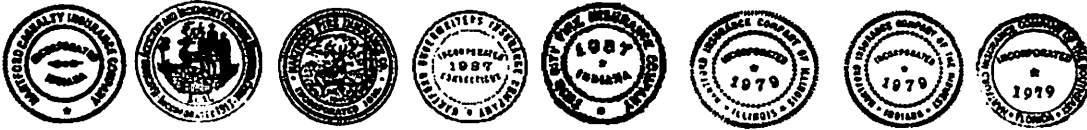
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws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

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

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

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

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



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

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



CERTIFICATE

Kathleen T. Maynard

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

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 17, 2018
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

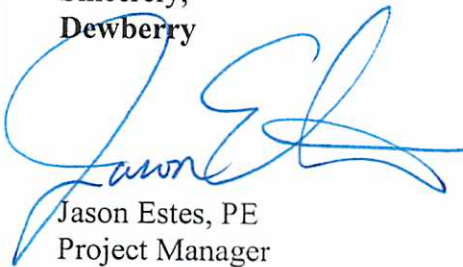
**ENGINEER'S MAINTENANCE BOND ESTIMATE
"EXHIBIT A"
FIRETHORNE PHASE FOUR**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
GRADING & DRAINAGE					
100	18" RCP, CL 3, RUBBER GASKET JOINTS	186	LF	28.40	5,282.40
101	24" RCP, CL 3, RUBBER GASKET JOINTS	1,425	LF	37.00	52,725.00
102	30" RCP, CL 3, RUBBER GASKET JOINTS	158	LF	57.50	9,085.00
103	48" RCP, CL 3, RUBBER GASKET JOINTS	839	LF	97.50	81,802.50
104	INLET, TYPE S-1	12	EA	3,745.00	44,940.00
105	INLET, TYPE S-2	6	EA	4,400.00	26,400.00
106	JUNCTION BOX	1	EA	3,145.00	3,145.00
107	YARD INLET	6	EA	3,260.00	19,560.00
108	SEEDING, FERTILIZING & MULCHING	2.00	AC	2,500.00	5,000.00
109	SOLID SOD (16" BEHIND CURB)	310	SY	4.55	1,410.50
110	4" TOPSOIL FROM STOCKPILE	1,120	CYIP	5.85	6,552.00
SUB-TOTAL ROADS & DRAINAGE:					255,902.40
ROADWAYS					
200	TYPE "A", 2'-6" CONCRETE VALLEY GUTTER	4,925	LF	13.50	66,487.50
201	TYPE "E", MOUNTABLE CONCRETE CURB & GUTTER	380	LF	14.70	5,586.00
202	RIBBON CURB	44	LF	12.00	528.00
203	LOWER LAYER SAND CLAY BASE, 4" THICK	7,051	SY	2.10	14,807.10
204	UPPER LAYER SAND CLAY BASE, 4" THICK	5,518	SY	3.35	18,485.30
205	PRIME COAT	5,518	SY	1.50	8,277.00
206	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 165#/SY, 424-A	5,518	SY	9.00	49,662.00
207	CONCRETE SIDEWALK, COMMON AREAS	405	SY	45.00	18,225.00
208	HANDICAP RAMP W/ TACTILE STRIP	16	EA	845.00	13,520.00
209	6" UNDERDRAIN PIPE W/ GRAVEL	280	LF	15.50	4,340.00
210	STOP SIGN W/POST	4	EA	386.00	1,544.00
211	STREET SIGNS W/POST	8	EA	485.00	3,880.00
212	SPEED LIMIT SIGNS W/POST	3	EA	350.00	1,050.00
213	UTILITY SLEEVES (4" SCH. 40)	60	LF	8.35	501.00
SUB-TOTAL ROADWAYS:					206,892.90
WATER SYSTEM					
300	6" PVC WATER MAIN	2450	LF	12.00	29,400.00
301	6" DUCTILE IRON WATER MAIN	36	LF	33.50	1,206.00
302	6" M.J. GATE VALVE	7	EA	1,025.00	7,175.00
303	6" M.J. TEE	3	EA	575.00	1,725.00
304	6" M.J. 22.5ø BEND	8	EA	360.00	2,880.00
305	6" M.J. 11.25ø BEND	2	EA	242.00	484.00
306	WATER SERVICE	30	EA	620.00	18,600.00

307	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	4	EA	3,600.00	14,400.00
SUB-TOTAL WATER SYSTEM:					75,870.00
SEWER SYSTEM					
400	8" PVC GRAVITY SEWER 4' - 6' CUT	2060	LF	18.85	38,831.00
401	8" PVC GRAVITY SEWER 6' - 8' CUT	370	LF	19.85	7,344.50
402	PRECAST CONCRETE MANHOLE 4' - 6'	9	EA	2,800.00	25,200.00
403	PRECAST CONCRETE MANHOLE 6' - 8'	3	EA	3,100.00	9,300.00
404	SEWER LATERAL	36	EA	550.00	19,800.00
SUB-TOTAL SEWER SYSTEM:					100,475.50
TOTALS:					639,140.80
CITY OF FAIRHOPE 2 YR. MAINTENANCE BOND @ 30%:					191,742.24

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,
Dewberry



Jason Estes, PE
 Project Manager



RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Dredging of the Main Channel—Fly Creek for the Public Works Department (Bid Number 008-19) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Dredging of the Main Channel—Fly Creek
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Bid No. 008-19 for Dredging of the Main Channel—Fly Creek for the Public Works Department; and authorize to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 25th day of February, 2019


Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Jill Cabaniss, Director of Finance
From: 
Delores A. Brandt, Purchasing Manager

Karin Wilson
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Date: February 12, 2019

Re: Requesting City Council reject the one bid response to Bid No. 008-19 Dredging of the Main Channel--Fly Creek

The City needs to dredge a previously dredged channel from the mouth of Fly Creek to East Mobile Bay to allow navigational access to Fly Creek, and use the dredged materials to re-nourish, protect and stabilize the nearby shoreline areas. **Bid No. 008-19 Dredging of the Main Channel--Fly Creek** was issued on January 17, 2019 to multiple contractors, and properly advertised.

A Mandatory Pre-Bid meeting was held on January 29 and attended by 5 contractors and 3 members of the FYC, and T. Hutchins of Eco Solutions.

Responses were received until 11:00 AM, Tuesday, February 12, 2017. **One bid response was received.**

Please place on the next City Council Agenda this request to reject the one bid to Bid No. 008-19 Dredging of the Main Channel--Fly Creek, and negotiate the contract price.

Cc: file, R Johnson

161 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

CITY OF FAIRHOPE
TAB AND RECOMMENDATION
BID NO: 008-19
BID NAME: Dredging of the Main Channel - Fly Creek
BID OPENED: February 12, 2019 - 11:00 a.m.

	C & M Dredging	M & N of Alabama	Sycamore Construction	REV Construction	Alabama Dredge Company	R&J Dredging
Bid Proposal/ Executed/ Signed/Notarized	no response	X	no response	no response	no response	no bid
Addenda 1		X				
Contractor's License		X				
Bid Bond		X				
Item 001 - Mobilization/ Setup		\$ 120,000.00				
Item 002 - Prep of dewatering site		\$ 95,000.00				
Item 003 - Channel Maintenance Dredging Operations		\$ 170,000.00				
Item 004 - Demobilization/ Site Cleanup		\$ 120,000.00				
TOTAL BASE BID		\$ 505,000.00				
Item 005 - Jetty Extensions		\$ 33,750.00				
TOTAL BASE BID + ADDITIVE ALTERNATE		\$ 538,750.00				
As Built Drawings						
TOTAL BID		\$ 538,750.00				

Recommendation: REJECT ALL BIDS

To the best of my knowledge this is an accurate Bid Tabulation

 2/13/2019
 Signature Date

Richard Johnson, Public Works Director

 2/13/2019
 Signature Date

Delores A Brandt, Purchasing Manager

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Annual Service Agreement for the Dispatch Console for the Fairhope Police Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15): “Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.” The cost will be \$25,389.92.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

FEB 5 '19 9:51:10

Issuing Date: 2/5/2019

Please return this Routing Sheet to Treasurer by [Signature]

Project Name: Annual renewal of the Motorola service agreement for Dispatch consoles

Project Location: Police Department

Presented to City Council: 2/25/2019

Funding Request Sponsor: Jeff Montgomery, IT Director

Project Cash Requirement Requested:
Cost: \$ 25,389.92

Vendor: Motorola Solutions, Inc.

Project Engineer: n/a

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

Resolution #:
Approved _____
Changed _____
Rejected _____

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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: 001150-50380
G/L Acct Name: Telephone

Project Budgeted: \$25,000.00
Over (Under) budget amount: \$389.92

Comments:

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Grant: _____

Bond: _____
Loan: _____

Capital Lease: _____

Federal - not to exceed amount
State _____
City _____

Title _____ Year _____
Title _____ Year _____

Payment _____ Term _____

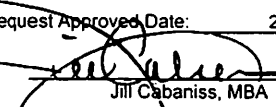
City Council Prior Approval/Date? No

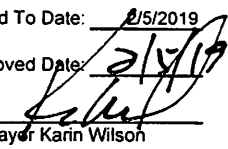
City Treasurer _____ Finance Director _____ Mayor _____

Purchasing Memo Date: _____ Purchasing Memo Date: 2/4/2019 Delivered To Date: 2/5/2019

Request Approved Date: _____ Request Approved Date: 2/5/2019 Approved Date: 2/5/19

Signatures: _____


 Jill Cabaniss, MBA


 Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: February 4, 2019

Council Members:

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

Re: Requesting greensheet and City Council approval of budgeted procurement for 2019 Service Agreement for Dispatch Console through state contract in an amount **more** than the \$10,000 limit for Council Approval

Lisa A. Hanks, MMC
City Clerk

The City I.T. Department needs to procure the annual renewal of the Motorola Service Agreement for the Dispatch Consoles for the Police Department. The Service Agreement Renewal is available through a Sole Source, MOTOROLA SOLUTIONS, INC, at a cost of TWENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-NINE DOLLARS AND NINETY-TWO CENTS (\$25,389.92). This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in part:

Section 41-16-51

Contracts for which competitive bidding not required.

(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to: (emphasis added)

(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.

Please compose and have approved a greensheet and City Council to approve the procurement of the Annual Renewal of the Service Agreement for dispatch Console at a cost of \$25,389.92 from Motorola solutions, Inc.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC: file, J Montgomery



SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000006351
 Contract Modifier: R31-OCT-18 19:59:51

Date: 31-JAN-2019

Company Name: Fairhope, City Of Attn.: Billing Address: 107 N Section St City, State, Zip Code: Fairhope, AL 36532 Customer Contact: Jeff Montgomery Phone:
--

P.O.#: N/A
 Customer #: 1036770164
 Bill to Tag#: 0001
 Contract Start Date: 01-MAR-2019
 Contract End Date: 29-FEB-2020
 Payment Cycle: ANNUALLY
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC SZ046B2D3	\$45.76	\$549.15
1	LSV01S00532A	ASTRO ADV+ AR_SM SZ046B2D3	\$1,375.15	\$16,501.80
3		CONSOLE		
1	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II SZ046B2D3	\$694.91	\$8,338.97
Sub Total			\$2,115.83	\$25,389.92
Taxes			\$0.00	\$0.00
Grand Total			\$2,115.83	\$25,389.92
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA SOLUTIONS	

Subcontractor(s)	City	State
Technical Support Operations	Schaumburg	IL
Communications Engineering Services Inc	Mobile	AL
SSC Network Security	Schaumburg	IL
Network Management Operations	Schaumburg	IL
T4 SUA FIELD IMPLEMENTATION	Lawrenceville	GA
NIO SSA Team	Schaumburg	IL
Call Center Operations	Schaumburg	IL
Infrastructure Depot Operations IDO	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

 AUTHORIZED CUSTOMER SIGNATURE

 TITLE

 DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

AMANDA MCWILLIAMS

(615) 809-4911

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Fairhope, City Of
Contract Number : USC000006351
Contract Modifier : R31-OCT-18 19:59:51
Contract Start Date : 01-MAR-2019
Contract End Date : 29-FEB-2020

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised June 16, 2018

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the Professional Architectural/Engineering Services for Construction Administration Time which has been a requirement of the project due to unforeseen conditions discovered and repaired during construction (Repairs to Library Structure 2017) Project No. PW007-17 (PS016-17); and authorizes Mayor Karin Wilson to execute Amendment No. 2 to the Contract with a not to exceed \$9,548.35 (with a new total not-to-exceed amount of \$123,482.35).

DULY ADOPTED THIS 25TH DAY OF FEBRUARY 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 2/11/2019

Please return this Routing Sheet to Treasurer by: ASAP

2/11/19 PM 4:28

LAH

Project Name: Approve Goodwyn, Mills & Cawood for an increase to the architectural/engineering fee, and authorize the Mayor to execute Amendment No 2 - Phase 2 to the Contract for RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017

Project Location: Fairhope Library

Presented to City Council: 2/25/2019

Resolution # :
Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operations

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 9,548.35 new total not-to-exceed amount \$ 123,482.35

Vendor: Goodwyn, Mills & Cawood, Inc.

Project Engineer: n/a

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

Department Funding This Project

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

Project will be:

Funding Source:

Expensed _____
Capitalized XXX
Inventoried _____

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55870
G/L Acct Name: Library Repairs

Grant: _____

Federal - not to exceed amount
State _____

Project Budgeted: \$1,150,000.00

City _____

Over (Under) budget amount: (\$701,300.20)

Bond: _____
Loan: _____

Title _____ Year _____
Title _____ Year _____

Comments: Over (under) includes amount already paid to contractor

Capital Lease: _____

Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: _____

Purchasing Memo Date: 2/7/2019

Delivered To Date: 2/11/2019

Request Approved Date: _____

Request Approved Date: 2/11/2019

Approved Date: 2/11/19

Signatures: _____

Jill Cabaniss, MBA

Mayor Karin Wilson



Karin Wilson
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

MEMO

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 7, 2019

Re: **RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017** – Council approve Mayor to negotiate, establish a not-to-exceed, and execute **Amendment #2 -- Phase 2** of Contract

The City Council hired Goodwyn, Mills, & Cawood, Inc (GMC), on April 17, 2017 as the Architect of Record for **RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017-Phase 1**. City Council authorized the Mayor to negotiate a fee schedule with Goodwyn, Mills, & Cawood, Inc, for the project. A fee schedule and a not-to-exceed \$49,631.00 was established, and a Contract executed. The work was performed.

After the study, the findings of the forensic testing and assessment of the water mitigation issues at the Library was presented to the Mayor and City Council. It was determined that additional work was needed to implement the recommendations made by GMC. The implementation by GMC will include letting the bid, required advertising, and completion of Closeout documents. **This was accomplished by Amendment #1 to Contract executed on September 28, 2017, with approval of additional fees of \$64,303.00.** This additional amount resulted in a total not-to-exceed of \$113,934.00.

After more investigation, discovery of conditions that need repair were found during construction. GMC is requesting, and the Director of Operations is recommending, additional funds for work related to these unforeseen conditions for repair in the amount of **NINE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$9,548.35), and if approved, bringing the NEW total not-to-exceed amount to \$123,482.35.** (See attached proposal)

Please move this request forward for City Council to approve Goodwyn, Mills, & Cawood, Inc. for an increase to the architectural/engineering fee, and authorize the Mayor to execute Amendment No.2- Phase 2 to the Contract for RFQ No. PS016-17, Professional Architectural Services for Project PW007-17 Repairs to Library Structure 2017, with an increase of \$9,548.35

161 North Section
St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

Cc: file

MEMO

To: Dee Dee Brandt, Purchasing Manager
City of Fairhope Purchasing Department

From: Richard Peterson, Director
City of Fairhope Public Utilities

RAP 2/14/2019

Re: Fairhope Library Envelope Repair Project

Dee Dee,

I think the City Council would support the due diligence of the Architect with each inspection of the unforeseen damaged areas to ensure the Fairhope Library Envelope Repair Project is completed with the very best opportunity to replace all unforeseen areas of water damage with new construction. This discovery process has been a time consuming, as each sub-contractor has discovered various components, at different times, that required review and conformation of the needed repair. This effort has increased the inspections services scope beyond the initial scope of services in the fee agreement. The Building Maintenance staff and I recommend increasing the fee, based on the attached request.

Furthermore, I am requesting that the City Council approve the required funding of this additional work through a change in the contract amount, negotiated with Goodwyn, Mills, and Cawood for an additional amount, not to exceed \$9,548.35, which said amount is available in the remaining balance of the Contingency Allowance (\$15,954.40) for said project.

Richard Peterson, Director of Operations



Goodwyn Mills Cawood

11 North Water Street
Suite 11250
Mobile, AL 36682

Tel: 251-460-4000
Fax: 251-460-4425

www.gmcnetwork.com

February 5, 2019

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

RE: FAIRHOPE LIBRARY PROJECT

Dear Richard,

Goodwyn Mills and Cawood (GMC) is requesting additional services for construction administration time which has been a requirement of the project due to unforeseen conditions discovered and repaired during construction.

See attached Change Allowance Balance Summary Sheet.

Additional Unforeseen Construction Cost \$60,995.60

A/E Original Fee @ 7.8%

$\$60,995.60 \times 7.8\% = \$4,757.66$

We are also requesting additional construction administration time for continued work beyond the original completion date of January 3, 2019 to the revised completion date of March 18, 2019 which represents an additional 74 days added to the project.

Original Construction Administration portion of fee = $\$9,980.60 / 150$ days per original contract = \$66.54 per day.

72 additional days x \$66.54 per day = \$4,790.69 additional construction administration.

Total Additional Services = $\$4,757.66 + \$4,790.69 = \$9,548.35$

Should you have any questions or concerns regarding the proposal please contact me.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Jim Walker, AIA
Senior Vice President

Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____

Date: _____

FAIRHOPE LIBRARY ENVELOPE REPAIRS

GM&C PROJECT NO. AMOB170026

CHANGE ALLOWANCE BALANCE REQUEST TRACKING

Monday, February 04, 2019

Date	CHANGE ALLOWANCE BALANCE REQUEST		Add / Deduct	Contingency Allowance	UNIT PRICE	TOTAL
	CABR NO.	CONTRACT CONTINGENCY	STARTING BALANCE	\$55,000.00	\$21,950.00	\$76,950.00
10/8/2018	CABR 01	ASI 16 : ADDITIONAL TWO ROUND WINDOWS REPAIR ; GLASS REPAIR WORK	DEDUCT	\$8,780.00		
1/29/2019	CABR 01 REVISION 01	ASI 16 : ADDITIONAL TWO ROUND WINDOWS REPAIR ; ADDITIONAL REPAIR WORK	DEDUCT	\$3,664.00		\$12,444.00
11/9/2018	CABR 02	ASI 20: Roof A Medium Atrium Windows Modified (Apply Pressure Treated Lumber Unit Price of \$1000)	DEDUCT \$1,000 from Unit Price	\$1,188.00	\$174	
1/29/2019	CABR 02 REVISION 01	ASI 20: Roof A Medium Atrium Windows Modified	Replacement of pressure treated lumber		\$826.00	\$2,188.00
1/29/2019	CABR 03	ASI 17A: Plywood Investigation and Repair (Reallocate \$1000 of wet insulation toward ASI 17A) 19,056-1000=18056	DEDUCT \$1000 from Unit Price Wet Coverboard & Insulation	\$18,056.00	\$1,000	\$19,056.00
1/29/2019	CABR 04	ASI 19: Roof B Step Up , Loose Plywood Framing	DEDUCT	\$1,961.00		\$1,961.00
1/29/2019	CABR 05	ASI 25: REINSTALL 6 SMALL WINDOWS (Apply Exterior Sealant Unit Prices of \$1000)	(Exterior Sealant Unit Prices of \$1000)	\$3,188.00	\$1,000	\$4,188.00
1/29/2019	CABR 06	ASI 24: STUCCO NORTH STUCCO WALL (\$2,000 in Unit Prices & \$1200 Labor in Unit Prices) \$19,550-\$2000-1200-=\$ 16350	DEDUCT (\$2,000 in Unit Prices & \$1200 Labor in Unit Prices)	\$16,350.00	\$3,200	\$19,550.00
1/29/2019	CABR 07	ASI 29 Downspout	DEDUCT from Unit Price Wet Coverboard and Insulation		\$1,608.60	\$1,608.60
			TOTAL USED	\$53,187.00	7808.6	\$60,995.60
12/28/2018		CURRENT CONTINGENCY BALANCE	REMAINING	\$1,813.00	\$14,141.40	\$15,954.40



MW Rogers Construction Co., LLC
 P.O. Box 160865
 Mobile, Alabama 36616

January 29, 2019

Goodwyn, Mills and Cawood, Inc.
 11 N. Water Street, Suite 15250
 Mobile, AL 36602

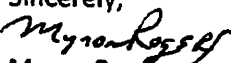
RE: City of Fairhope
 Fairhope Library Envelope Repairs

Attn: Brook Rodrigues Feo, AIA, NCARB, LEED AP BD+C Project Architect, Architecture

Gentlemen,
 M.W. Rogers Construction Co., LLC request that the following rain days at the project site be added to the contract time of completion days:

- ~~9/4/18 Tropical Storm Gordon~~
- ~~9/5/18 Day after Tropical Storm Gordon~~
- ~~9/24/18-1"~~
- ~~9/26/18-1 1/2"~~
- ~~11/1/18-2 1/2"~~
- ~~11/12/18-1"~~
- ~~11/13/18- 1/2"~~
- ~~11/14/18- 3/4" (too wet to work from previous rain days)~~
- 1 -12/3/18- 1 1/2"
- 2 -12/9/18- 1/4"
- 3 -12/13/18 - Rain out at 11:15 am - 2 1/2"
- 4 -12/14/18- 1" (Rain out)
- 5 -12/20/18- 1 1/2"
- 6 -12/27/18- 2 1/2" (Rain out)
- 7 -12/28/18- 2" (Rain out at 8:30am)
- 8 -12/31/18- 1/2" (Rain all day)
- 9 -1/2/19- Too wet to work
- 10 -1/3/19- Too wet to work 70% rain
- 11 -1/18/19- Misty morning too wet to work
- 12 -1/23/19- 70% Rain started rain @ 7:45 am 1 1/4"

In addition, MWR request 14 days be added for work completed under ASI 17 and ASI 24 re-stucco north wall. INCLUDED IN ORIGINAL 60 DAY TIME EXTENSION.

Sincerely,

 Myron Rogers

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
AMENDMENT #2
RFQ PS016-17
PROFESSIONAL ARCHITECTURAL SERVICES
FOR PROJECT NO. PW007-17 REPAIRS TO LIBRARY
STRUCTURE 2017-PHASE II

CITY OF FAIRHOPE, AL

MAYOR
Karin Wilson

FAIRHOPE CITY COUNCIL
Jack Burrell, Council President

Set No. ____

**AMENDMENT #2
CONTRACT RFQ PS016-17 Engineering Services for
Repairs to Library Structure-- Ph II**

This Amendment #2--Phase II to Contract is made and entered into by and between the City of Fairhope, Alabama and Goodwyn, Mills, and Cawood, Inc. for an increase in the fees for

**RFQ PS016-17 Archjtectural Services for Project PW007-17 Repairs to Library
Structure 2017--Phase II**

on this _____ of February, 2019.

Recitals

WHEREAS, Goodwyn, Mills, and Cawood, Inc. was awarded a Contract to perform Professional Architectural Services for Phase I, with a not to exceed amount of \$49,631.00, for the City of Fairhope on April 17, 2017; and

WHEREAS, the City of Fairhope, Alabama had need for additional related Professional Architectural Services for: RFQ PS016-17 Architectural Services for Project PW007-17 Repairs to Library Structure 2017--Phase II, to include Architectural and Electrical designs, Envelope Consultant, and letting of the Bid and Construction Administration for the approved work, and

WHEREAS, Goodwyn, Mills, Cawood, Inc., submitted a request for compensation of the additional related Professional Architectural Services for Phase II, not to exceed SIXTY-FOUR THOUSAND THREE HUNDRED THREE Dollars (\$64,303.00) to Fairhope for those additional related Professional Architectural Services for RFQ PS016-17 and

WHEREAS, based on the prolonged time frame for the work based on unanticipated work due to the significant moisture damage and length of the construction contract, which requires architectural inspections, the request is to extend the time and approve the extra fees of **NINE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$9548.35)** as requested by GMC.

Agreement

NOW, THEREFORE, the parties hereto agree, covenant and promise as follows:

AMEND this Contract to include increasing the contracted not-to-exceed amount from FORTY- NINE THOUSAND SIX HUNDRED THIRTY-ONE dollars (\$49,631.00), then by an additional SIXTY-FOUR THOUSAND THREE HUNDRED THREE Dollars (\$64,303.00) , and today by the **additional NINE THOUSAND FIVE HUNDRED FORTY-EIGHT DOLLARS AND THIRTY-FIVE CENTS (\$9548.35)** to a **new total not-to-exceed amount** of ONE HUNDRED TWENTY-THREE THOUSAND, FOUR HUNDRED EIGHTY-TWO DOLLARS AND THIRTY-FIVE CENTS (\$123,482.35)

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

By signing this Contract, _____ represents and agrees

COMPANY NAME

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated.

CITY OF FAIRHOPE

By: _____
Karin Wilson, Mayor

Attest: _____
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY OF FAIRHOPE:

STATE OF ALABAMA]
COUNTY OF BALDWIN]

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

Given under my hand and notarial seal on this the ____ day of _____ 2019

Notary Public _____

My Commission Expires ____ / ____ / ____

CONSULTANT SIGNATURE

If not a Corporation

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

If a Corporation

(CORPORATION NAME)

BY: _____ ATTEST: _____
(CONSULTANT SIGNATURE)

As Its: _____

NOTARY FOR CONSULTANT:

STATE OF _____]

COUNTY OF _____]

I, _____, a Notary Public in and for said State and County,

hereby certify that _____, whose title as _____

of _____ is signed to the foregoing conveyance and who is
(Company name)

known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the ____ day of _____, 2019.

Notary Public _____

My Commission Expires ____ / ____ / ____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves Sawgrass Consulting, LLC for an increase to the Professional Engineering Services for Drainage Repairs on Fels Avenue (PS001-19) to cover CE & I services for this project; and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract with a not to exceed \$5,600.00 (with a new total not-to-exceed amount of \$12,600.00).

DULY ADOPTED THIS 11TH DAY OF FEBRUARY 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

LAW

Issuing Date: 2/7/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Mayor to negotiate, establish a not-to-exceed, and sign Amendment #1 of Contract for RFQ No. PS001-19
Engineering Services for Drainage Repairs on Fels Avenue

Project Location: Fels Ave

Presented to City Council: 2/25/2019 Resolution # : _____
 Approved _____

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

Project Cash Requirement Requested:
 Cost: \$ 5,600.00 (not to exceed) (increases total engineering costs to \$12,600)

Vendor: Sawgrass Consulting LLC

Project Engineer: n/a

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

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

Project will be: _____ Funding Source: _____

Expensed _____ Capitalized <u>XXX</u> Inventoried _____ Expense Code: <u>103-55853</u> G/L Acct Name: <u>Drainage Improvements</u>	Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____ Grant: _____ Federal - not to exceed amount State _____ City _____ Bond: _____ Title _____ Year _____ Loan: _____ Title _____ Year _____ Capital Lease: _____ Payment _____ Term _____
--	---

Project Budgeted: \$300,000.00

Over (Under) budget amount: (\$294,400.00)

Comments:

City Council Prior Approval/Date? <u>No</u> City Treasurer _____ Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	Finance Director _____ Purchasing Memo Date: <u>2/7/2019</u> Request Approved Date: <u>2/7/2019</u> Signatures: <i>Jill Cabaniss</i> Jill Cabaniss, MBA	Mayor _____ Delivered To Date: <u>2/7/2019</u> Approved Date: <u>2/12/19</u> Signatures: <i>Karin Wilson</i> Mayor Karin Wilson
---	---	---




MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Date: February 7, 2019
To: Jill Cabaniss, Director of Finance
From: 
Delores A Brandt, Purchasing Manager

RE: Council to approve the Mayor to negotiate, establish a not-to-exceed, and sign **Amendment #1 (CE&I)** of Contract for RFQ No. **PS001-19 Engineering Services for Drainage Repairs on Fels Av**

The City Council hired **Sawgrass Consulting, LLC.** for RFQ No. **PS001-19 Engineering Services for Drainage Repairs on Fels Av.** In fulfilling the scope of work for this project, Sawgrass Consulting, LLC met with Richard Johnson, PW Director to review the recommendation for Bid No. 010-19 Fels Av and George St Intersection Improvements. Richard Johnson, Public Works Director, is requesting that the City Council authorize the Mayor to sign the **Amendment #1** with a negotiated '**not to exceed**' lump sum fee of **FIVE THOUSAND SIX HUNDRED DOLLARS (\$5,600.00)** for Construction Engineering and Inspection (CE&I) services for this project, which is 8.4% of the total project cost. The original RFQ Contract, which did not include inspection services, is \$7,000.00. The additional request brings the total for the RFQ engineering costs to **TWELVE THOUSAND SIX HUNDRED DOLLARS (\$12,600.00)**

Please move this request forward for City council to approve Sawgrass Consulting LLC for an increase to the engineering fee to cover the CE & I services for this project, and authorize the Mayor to sign the Contract Amendment #1 of RFQ No. PS001-19 Engineering Services for Drainage Repairs on Fels Av with a not-to-exceed figure of FIVE THOUSAND SIX HUNDRED DOLLARS (\$5,600.00) thereby increasing the total engineering costs to \$12,600.00

161 North Section
St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

Dee Dee Brandt

From: Richard Johnson
Sent: Wednesday, February 6, 2019 1:57 PM
To: Dee Dee Brandt
Subject: FW: Fels Avenue / George Street Drainage Improvements
Attachments: Bid Tabulation.pdf; Recommendation Letter.pdf

Importance: High

See – Below – Thanks, RDJ

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

From: Jaye Robertson <jrobertson@sawgrassllc.com>
Sent: Tuesday, February 5, 2019 3:05 PM
To: Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: Fels Avenue / George Street Drainage Improvements
Importance: High

Richard,

Here are the bid tabulation and recommendation letter I sent to Dee Dee. The inspection fee will be a lump sum fee of \$5,600, which is 8.4% of the total. Please let me know if you need anything else.

Thanks,

Jaye Robertson, P.E.
Sawgrass Consulting, LLC
11143 Old Highway 31
Spanish Fort, Alabama 36527
O: (251) 544-7900
C: (251) 232-3730
jrobertson@sawgrassllc.com



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of CH2M Hill Engineers (Jacobs Engineering) for Professional Engineering Services to provide Update of the Water Distribution System and verify data used in the Model, Model Calibrations and Hydraulic Analysis of the Water System; approves and accepts the not to exceed amount of \$65,000.00; and hereby authorizes Mayor Karin Wilson to execute a contract with CH2M Hill Engineers (Jacobs Engineering) for same.

DULY ADOPTED THIS 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

COF Project No. _____

1506

*On asked for
Greensted
JAW*

FEB 20 '19 PM 4:27

Issuing Date: 2/18/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the selection of CH2M Hill for Engineering Services for Water System Model Upgrade

Project Location: Water Department

Presented to City Council: 2/25/2019 Resolution #: Approved

Funding Request Sponsor: Richard Peterson, Director of Operations
Jay Whitman, Water and Wastewater Superintendent Changed _____ Rejected _____

Project Cash Requirement Requested:
Cost: \$ 65,000.00 (not to exceed)

Vendor: CH2M Hill Engineers, Inc.

Project Engineer: n/a

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

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

Expensed _____ Operating Expenses _____
 Capitalized XXX Budgeted Capital XXX
 Inventoried _____ Unfunded _____

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

Project Budgeted: \$100,000.00 Bond: _____ Title _____ Year _____
 Over (Under) budget amount: (\$35,000.00) Loan: _____ Title _____ Year _____

Comments: Part of cash flow requirement included in Richard's 5 year capital plan Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer _____ Finance Director _____ Mayor _____

Purchasing Memo Date: _____ Purchasing Memo Date: 2/15/2019 Delivered To Date: 2/18/2019

Request Approved Date: _____ Request Approved Date: 2/18/2019 Approved Date: 2/24/19

Signatures: _____
 Jill Gabariss, MBA
 Mayor Karim Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance
From: *Delores A Brandt*
Delores A Brandt, Purchasing Manager

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

Date: February 15, 2019

Re: **RFQ No. PS005-19 Professional Engineering Services for Water System Model Upgrade**

Lisa A. Hanks, MMC
City Clerk

The Water/Sewer Department and Richard Peterson, Director of Operations need to hire a professional engineering firm for **RFQ No. PS005-19 Professional Engineering Services for Water System Model Upgrade**

Per our 'Procedure for Procuring Professional Services for Projects Under \$100K', Jay Whitman, Water/Sewer Superintendent, Richard Peterson, Director of Operations, and I routed a short list of firms for the Mayor to choose to solicit. The Mayor chose to negotiate directly with **CH2M HILL Engineers, Inc.**, who has provided a not-to-exceed value of **SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00)** for these services. A copy of the Mayor's choice and the scope of work can be found attached to this memo.

Please place on the next available City Council Agenda this request for City Council to approve the not-to-exceed amount of \$65,000.00 and authorize the Mayor to execute the associated contract with CH2M HILL Engineers, Inc..

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Jay Whitman, R. Peterson

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa A. Hanks, City Clerk, MMC
From: Delores A. Brandt
Delores A. Brandt, Purchasing Manager

Karin Wilson
Mayor

Date: February 13, 2019
Re: **RFQ PS005-19 Water System Model Update**

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

The Water Department and Richard Peterson, Director of Operations need to hire a professional engineering firm **to provide update of the water distribution system and verify data used in the Model, Model Calibrations and Hydraulic Analysis of the water system.** Per our Procedure for Procuring Professional Services for Projects under \$100K, Richard Peterson, Director of Operations, and I are routing this short list through you, to the Mayor, to choose a professional surveying company to perform the services required. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider(s) for this project.

Lisa A. Hanks, MMC
City Clerk

The short list is:
[Mayor, please initial and date your selection(s)]

- kw* 2/13/19 **CH2M HILL ENGINEERS, INC (Jacobs Engineering)**
David Stejskal
Pensacola, FL
David.stejskal@jacobs.com
850 591-7278
- / / **Dewberry Engineering**
John Avent
Fairhope, AL
251 929-9781
- / / **Neel-Schaffer, Inc.**
169 Gaston Ave
251 377-7332
- / / None. Submit another list

161 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

Cc: file; R Peterson, J. Whitman

PROJECT SCOPE

2.1.a Hydraulic Model Update

The Scope of this Project is to update the existing hydraulic model based on City provided data records. Updating the model will include the addition of all key infrastructure added since the original model development. The steady-state model will be converted to an extended period simulation model by incorporating the current control strategy. Water demands will be added for all new customers. A complete system wide demand analysis and reallocation is not included in this project. A typical residential daily demand pattern will be used in the model for extended simulation modeling. The data needed to update the model includes, but is not limited to, the following:

- 1. Infrastructure record drawings: waterlines, storage tanks, wells, pump stations, system valves.**
- 2. Pump information: data sheets, pump curves.**
- 3. System control parameters**
- 4. Historical well data: flow, pressure**
- 5. Historical pump station data: flow, pressure**
- 6. Historical customer billing records identifying new customers**

2.1.b Field Inspection Services

This Task includes the field inspection work necessary to monitor system hydraulic performance and calibrate the model. Jacobs will conduct fire flow testing of the distribution system targeting areas with new infrastructure. The testing will be performed by two (2) Jacobs staff for two (2) working days with assistance from City personnel. Jacobs will supply required fire flow testing equipment and pressure recorders at up to five (5) surrounding hydrants to record pressure trends. Pressure recorders will only be used to monitor pressures during the fire flow testing events. The City will be responsible for acquiring and installing flow and pressure recorders around the distribution system. Flow and pressure recorders will need to be in place and verified they are recording prior to conducting the fire flow testing. The City will need to collect the following data at a minimum time interval of 5-minutes:

- 1. Tank pressure (all tanks)**
- 2. Well flow and pressure (all wells)**
- 3. Booster pump station flow and pressure (inlet and outlet of all BPS's)**
- 4. System pressure (at least 5 various locations)**

Following the field inspection, the City will be responsible for collecting and downloading data from the installed flow and pressure recorders and supplying this information to Jacobs. Jacobs will compile the collected data from the City with the recorded fire flow data. The compiled data will then be analyzed to verify there are no

data gaps to proceed with the model calibration.

2.1.c Model Calibration

This Task includes the calibration of the extended period simulation model based upon the compiled data from the field inspection. A calibration scenario will be developed in the model to simulate the fire flow testing and average day conditions recorded in the field. Jacobs will target at least 90-percent accuracy between the model and the field data.

2.1.d Hydraulic Analysis

Following the model calibration Jacobs will develop model scenarios to analyze the City's distribution system and provide recommendations for the following:

- 1. Well production analysis and optimization**
- 2. Tank turnover analysis and optimization**
- 3. Highway 104/Highway 181 subdivision flow and pressure determination**
- 4. System wide control strategy and automation plan development**

A Draft Hydraulic Analysis TM presenting the analysis recommendations will be prepared and submitted to the City for review. Jacobs will participate in a Hydraulic Analysis Review Meeting with the City to discuss recommendations and collect the City's comments. Following the Review Meeting Jacobs will prepare a Final Hydraulic Analysis TM for submission to the City.

2.2 The CONSULTANT will provide the professional services required to complete the scope of work.

2.3 The CONSULTANT will work closely with the Project Manager, Richard Peterson, Director of Operations, as well as other CITY officials.

**CONTRACT DOCUMENTS
AND
SCOPE OF WORK**

FOR

PROFESSIONAL SERVICES

FOR

WATER SYSTEM MODEL UPDATE

FOR

**City of Fairhope
Karin Wilson, Mayor
Jack Burrell Council President**

STATE OF ALABAMA}
COUNTY OF BALDWIN}

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

This **CONTRACT**, made and entered into this ____ day of _____, 20____, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and **JACOBS**, (hereinafter called the "**CONSULTANT**") for

WATER SYSTEM MODEL UPDATE

WITNESSETH:

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

PART ONE
GENERAL CONDITIONS

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

PROJECT NUMBER: TO BE DETERMINED

PROJECT NAME: WATER SYSTEM MODEL UPDATE

PROJECT INFORMATION: This Project will include and Update of the Hydraulic Model of the Water Distribution System, including field related verification of Data used in the Model, Model Calibration and Hydraulic Analysis of the Water System as described in Part Two below.

1.1 The **CONSULTANT** will begin work on the professional services outlined herein upon execution of the Contract and shall pursue the work in a timely manner.

1.2 For the purpose of this Contract, the **CONSULTANT** represents to the **CITY** that it possesses a Certificate of Authorization issued by the State Board of Licensure for the State of Alabama under the CODE OF ALABAMA, and further certifies that it has the professional, technical, and administrative personnel with the specific experience and training necessary to provide the services as may be required by the **CITY**. Furthermore, the **CONSULTANT** will meet all current licensing and certifications necessary to perform the Scope of Work.

PART TWO
PROJECT SCOPE

2.1.a Hydraulic Model Update

The Scope of this Project is to update the existing hydraulic model based on City provided data records. Updating the model will include the addition of all key infrastructure added since the original model development. The steady-state model will be converted to an extended period simulation model by incorporating the current control strategy. Water demands will be added for all new customers. A complete system wide demand analysis and reallocation is not included in this project. A typical residential daily demand pattern will be used in the model for extended simulation modeling. The data needed to update the model includes, but is not limited to, the following:

1. Infrastructure record drawings: waterlines, storage tanks, wells, pump stations, system valves.
2. Pump information: data sheets, pump curves.
3. System control parameters
4. Historical well data: flow, pressure
5. Historical pump station data: flow, pressure
6. Historical customer billing records identifying new customers

2.1.b Field Inspection Services

This Task includes the field inspection work necessary to monitor system hydraulic performance and calibrate the model. Jacobs will conduct fire flow testing of the distribution system targeting areas with new infrastructure. The testing will be performed by two (2) Jacobs staff for two (2) working days with assistance from City personnel. Jacobs will supply required fire flow testing equipment and pressure recorders at up to five (5) surrounding hydrants to record pressure trends. Pressure recorders will only be used to monitor pressures during the fire flow testing events. The City will be responsible for acquiring and installing flow and pressure recorders around the distribution system. Flow and pressure recorders will need to be in place and verified they are recording prior to conducting the fire flow testing. The City will need to collect the following data at a minimum time interval of 5-minutes:

1. Tank pressure (all tanks)
2. Well flow and pressure (all wells)
3. Booster pump station flow and pressure (inlet and outlet of all BPS's)
4. System pressure (at least 5 various locations)

Following the field inspection, the City will be responsible for collecting and downloading data from the installed flow and pressure recorders and supplying this information to Jacobs. Jacobs will compile the collected data from the City with the recorded fire flow data. The compiled data will then be analyzed to verify there are no data gaps to proceed with the model calibration.

2.1.c Model Calibration

This Task includes the calibration of the extended period simulation model based upon the compiled data from the field inspection. A calibration scenario will be developed in the model to simulate the fire flow testing and average day conditions recorded in the field. Jacobs will target at least 90-percent accuracy between the model and the field data.

2.1.d Hydraulic Analysis

Following the model calibration Jacobs will develop model scenarios to analyze the City's distribution system and provide recommendations for the following:

1. Well production analysis and optimization
2. Tank turnover analysis and optimization
3. Highway 104/Highway 181 subdivision flow and pressure determination

4. System wide control strategy and automation plan development

A Draft Hydraulic Analysis TM presenting the analysis recommendations will be prepared and submitted to the City for review. Jacobs will participate in a Hydraulic Analysis Review Meeting with the City to discuss recommendations and collect the City's comments. Following the Review Meeting Jacobs will prepare a Final Hydraulic Analysis TM for submission to the City.

2.2 The **CONSULTANT** will provide the professional services required to complete the scope of work.

2.3 The **CONSULTANT** will work closely with the Project Manager, Richard Peterson, Director of Operations, as well as other **CITY** officials.

PART THREE PAYMENT

3.0 The **CITY** agrees to pay the **CONSULTANT** total compensation "Not to Exceed" for such professional services **\$ 65,000.00** in accordance with the rates as indicated below as an amount for each Utility, less reimbursable expenses included in the "Not to Exceed" contract amount: which will be billed according to specific goals established in the schedule as percent of the project, or upon a percent of completion of the project, based on the fee schedule.

3.1 Additional Direct expenses actually and necessarily incurred such as, lodging, travel and mileage, meals, extra reproductions of prints, photographs, drawings, specifications, and other documents required for the proper execution of the extra services required by the **CITY**, shall be included in the "not-to-exceed" amount as listed in item 3.0.

3.2 If this **PROJECT** is suspended or abandoned by the **CITY** for good cause other than under the provisions of item 3.3 hereunder, or for cause beyond the reasonable control of the **CITY**, then the **CITY** shall pay the **CONSULTANT** for the services theretofore rendered on the **PROJECT**, such payment to be based as far as possible on the fee schedule as established in this agreement, and the portion of the **CONSULTANT'S** services which were completed before the **PROJECT** was suspended or abandoned.

3.3 In the event of failure by the **CONSULTANT** to perform any and/or all of the **CONSULTANT'S** obligations to the satisfaction of the **CITY**, the **CITY** will have the right to summarily terminate this agreement by giving the **CONSULTANT** written Notice of such termination, after which the **CITY** may employ professional services of its choice to complete the **PROJECT**. Failure by the **CONSULTANT** to furnish the required tasks, or to perform any other specific duties required by this Contract shall constitute cause for termination by the **CITY** under this provision. Failure by the **CITY** to exercise this right to so terminate this agreement for any such default by the **CONSULTANT** shall not constitute a waiver by the **CITY** of its right to so terminate this Contract for any subsequent default.

PART FOUR INDEMNIFICATION AND INSURANCE

4.0 The **CONSULTANT** shall be responsible for all damage to life and property due to negligent activities of the **CONSULTANT** and the sub-consultant, agents or employees of **CONSULTANT** in connection with their service under this **CONTRACT**. The **CONSULTANT** specifically agrees that the subcontractors, agents, or employees of **CONSULTANT** shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is understood and agreed by **CONSULTANT** to the fullest extent permitted by law, the **CONSULTANT** shall defend, indemnify, and hold harmless the **CITY**, and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property of third parties (other than the work itself), but only to the proportional extent caused in whole or in part by the

negligent acts or omissions of the **CONSULTANT** or anyone directly or indirectly employed by **CONSULTANT** or anyone for whose acts **CONSULTANT** may be liable.

- 4.1 The **CONSULTANT**, at its sole expense, shall obtain and maintain in force the following insurance to protect the **CONSULTANT** and the **CITY** for all acts performed pursuant to this agreement. The limits and coverage specified are the minimum to be maintained are not intended to represent the correct insurance needed to fully protect the **CONSULTANT**.
- 4.2 All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the **CITY**. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the **CITY** for prior approval.
- 4.3 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**
- 4.4 **Worker's Compensation and Employers Liability**
Part One: Statutory Benefits as required by the State of Alabama

Part Two: Employers Liability \$1,000,000 Each Accident
\$1,000,000 Each Employee
\$1,000,000 Policy Limit
- 4.5 **Commercial General Liability**
Coverage on an Occurrence Form with a combined single limit (Bodily Injury and Property Damage combined) as follows:
Each Occurrence \$1,000,000
Personal and Advertising Injury \$1,000,000
Products/completed Operation Aggregate \$2,000,000
General Aggregate \$2,000,000
Coverage to Include;
Premises and operations
Personal Injury and Advertising Injury
Products/completed Operations
Blanket Contractual Liability
Broad Form Property Damage
- 4.6 **Automobile Liability**
Covering all Owned, Non-Owned, and Hired vehicles with a combined single limit (bodily injury and property damage combined) of \$1,000,000 each accident. The Policy shall name the **CITY** as an Additional Insured.
- 4.7 **Professional Liability (Errors and Omissions)**
Coverage shall be maintained during design, construction and for two (2) years after completion and acceptance by the **CITY**.
Limits of Liability:
Each claim \$1,000,000
Aggregated \$1,000,000
- 4.8 The **CONSULTANT** shall name the **CITY**, its employees and agents as Additional Insured. Liability insurance as required by this contract to provide cross-liability coverage.
- 4.9 **Certificate of Insurance**
A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the **CITY** PRIOR to commencement of any work on the Contract. Each policy shall be endorsed to provide thirty (30) days written notice of cancellation to the **CITY**. The project number on which the **CONSULTANT** is working must be included in the description section of the Certificate. The City of Fairhope will be listed as an Additional Insured under the **CONSULTANT'S** general liability insurance and

automobile liability insurance policies, and all other applicable policies, and certificates of insurance provided.

PART FIVE
REVIEWS AND SUBMITTALS

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

PART SIX
MISCELLANEOUS

- 6.0 This Contract shall be effective on the date of its execution.
- 6.1 The following portions of the City of Fairhope **STANDARD TERMS AND CONDITIONS** (see PART SEVEN) are hereby made a part of this Contract as if said terms are fully set out herein:
- (1) ACCEPTANCE OF AGREEMENT, (5) APPLICABLE LAW, (6) ASSIGNMENT, (13) BUSINESS LICENSE, (14) CANCELLATION OF CONTRACT, (23) FORCE MAJEURE, (28) INSURANCE, (36) NON DISCRIMINATION, (37) NON EXCLUSIVE, (38) NOTIFICATION AND ACCIDENT REPORTS, (50) RIGHT TO AUDIT, (58) TERMINATION FOR CONVENIENCE, (59) TERMINATION FOR DEFAULT, (60) TERMINATION FOR NON-APPROPRIATION, (65) IMMIGRATION LAW.
- 6.2 The CITY and the **CONSULTANT** each binds itself, its successors and assigns, to all covenants of this agreement. Except as above, neither the CITY nor the **CONSULTANT** shall assign, sub-let, or transfer his or its interest in this agreement without the written consent of the other party hereto and concurrence therein.

PART SEVEN
CITY OF FAIRHOPE, ALABAMA
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

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

not be interpreted against one or more parties.

5. APPLICABLE LAW

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

6. ASSIGNMENT

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

Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

13. BUSINESS LICENSE

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

14. CANCELLATION OF / CONTRACT /

AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform

as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

23. FORCE MAJEURE

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

28. INSURANCE

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

anyone directly or indirectly employed by him/her.

36. NON-DESCRIMINATION

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

37. NON-EXCLUSIVE

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

38. NOTIFICATION AND ACCIDENT REPORTS

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

50. RIGHT TO AUDIT

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

58. TERMINATION FOR CONVENIENCE

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

59. TERMINATION FOR NON-APPROPRIATION

Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, five days after the receipt of written notice

if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

65. IMMIGRATION LAW

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

PART EIGHT
Alabama Immigration Act Contract Requirements

1.0 Background

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

2.0 Definitions

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

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

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

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

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

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

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

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

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

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

3.0 Mandatory Clause

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

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

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

4.0 Contracts Involving Business Entity, or Employer

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

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

5.0 Contracts Involving Subcontracting

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

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

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

By signing this Contract, _____ represents and agrees that it
COMPANY NAME

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

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

CITY OF FAIRHOPE

BY: _____
Karen Wilson, Mayor

ATTEST: _____
Lisa A Hanks, MMC, City Clerk

NOTARY FOR THE CITY:

STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this the ____ day of _____, 20__

Notary Public _____

My Commission Expires _____

PROFESSIONAL CONSULTANT SIGNATURES

If Corporation or LLC

Company _____

State of Incorporation _____

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

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

(Address) _____

(Address) _____

Phone No: () _____ Fax () _____

E-Mail _____

Professional License _____

NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT

STATE OF _____ }

County of _____ }

I, _____, a Notary Public in and for the said State and County, hereby
certify that _____ and _____ whose names
as _____ and _____, respectively of

_____ are signed to the foregoing conveyance and who are

Known to me, acknowledged before me on this day, that being informed of the contents of the document they
executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this ____ day of _____, 20____

Notary Public _____

My Commission Expires _____

CONSULTANT INFORMATION

**Professional CONSULTANTING Services
COST OF SERVICE STUDY FOR EACH UTILITY OWNED AND OPERATED BY THE CITY OF**

FAIRHOPE

(Please print this section and turn in with your response)

Business Organization

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

Doing-Business-As Name

Principal Office Address:

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

Corporation _____
Partnership _____
Individual _____
Joint Venture _____
Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly _____
Privately _____

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded? Yes _____
No _____

Primary Contact _____ Title _____

Telephone Number _____ Fax _____

Email Address: _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Fels Avenue and George Street Intersection Improvements for the Public Works Department (Bid Number 010-19) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Fels Avenue and George Street Intersection Improvements
for the Public Works Departments

[3] After evaluating the bid proposals with the required bid specifications, E-J Builders, with a total bid proposal of \$66,662.00, is now awarded the bid for Fels Avenue and George Street Intersection Improvements for the Public Works Department.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/7/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid No. 010-19 Fels Avenue and George St Intersection Improvements

Project Location: Fels Ave and George St

Presented to City Council: 2/25/2019 Resolution # : _____
 Approved _____

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

Project Cash Requirement Requested:
 Cost: \$ 66,662.00

Vendor: E-J Builders

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj XXX	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 <u>XXX</u> Inventoried _____	Funding Source: Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	--

Expense Code: 103-55853 Grant: _____ Federal - not to exceed amount State _____
 G/L Acct Name: Drainage Improvements _____ City _____

Project Budgeted: \$300,000.00

Over (Under) budget amount: (\$233,338.00)

Comments:

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

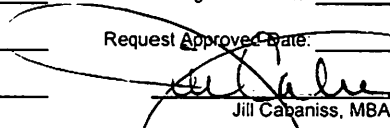
City Council Prior Approval/Date? No

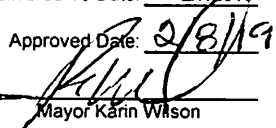
_____ City Treasurer	_____ Finance Director	_____ Mayor
-------------------------	---------------------------	----------------

Purchasing Memo Date: _____ Purchasing Memo Date: 2/5/2019 Delivered To Date: 2/7/2019

Request Approved Date: _____ Request Approved Date: 2/7/2019 Approved Date: 2/8/19

Signatures: _____

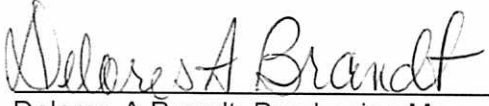

 Jill Cabaniss, MBA


 Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Karin Wilson
Mayor

Date: February 5, 2019

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

Re: Placing on City Council agenda to award **Bid No. 010-19 Fels Av and George St Intersection Improvements**

Lisa A. Hanks, MMC
City Clerk

An Invitation to Bid (ITB) for **Bid No. 010-19 Fels Av and George St Intersection Improvements** for the Public Works Department, was issued on February 5, 2019 to multiple vendors from the bidder's list and advertised to the general public. Responses were received until 11:00 a.m. on February 5, 2019. A Bid Tabulation and Recommendation was composed by Sawgrass Consulting, LLC (see attached). The lowest responsive and responsible bidder, and the recommendation by Sawgrass Consulting, LLC, was **EJ BUILDERS** of Foley, AL.

The Public Works Department, recommends awarding this bid to **EJ Builders** in the amount of **SIXTY-SIX THOUSAND SIX HUNDRED SIXTY-TWO DOLLARS (\$66,662.00)**.

Please place on the next available City Council Agenda this request to award Bid No 010-19 Fels Av and George St Intersection Improvements to EJ BUILDERS in the amount of \$66,662.00.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

Cc, file, R. Johnson, A. Bosarge, G Ladd, Jaye Robinson--Sawgrass

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

February 5, 2019

Honorable Karin Wilson
Mayor, City of Fairhope
161 North Section Street
Fairhope, AL 36532

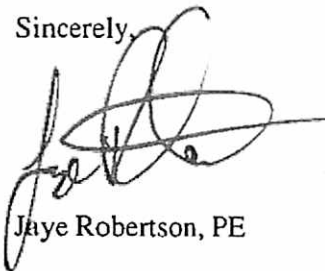
RE: Recommendation to Award – Fels Avenue/George Street Drainage Improvements

Dear Honorable Karin Wilson,

Sawgrass Consulting has tabulated and certified the results of the bidder's proposals for the contract for the City of Fairhope Fels Avenue/George Street Drainage Improvements received February 5, 2019. The proposal and qualifications of the lowest responsible bidder are in order; therefore we recommend that the City of Fairhope award the construction contract to E-J Builders (AL License No. 9322) for the bid amount of \$66,662.00.

Please review the attached Bid Tabulation Summary for reference. Please contact me at 251-544-7900 if you have any questions regarding these results.

Sincerely,



Jaye Robertson, PE

Enclosures



**Bid Tabulation - City of Fairhope
Fels Avenue/George Street Drainage Improvements**

DATE: February 5, 2019

CONSTRUCTION ITEMS				E-J BUILDERS		CHRIS BREWER CONTRACTING		AMMONS & BLACKMON		BLADE CONSTRUCTION		A-LONG BORING		ASPHALT SERVICES	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201-A	CLEARING & GRUBBING (INCL. BUSH PROTECTION & RELAYING)	LS	1	\$ 1,900.00	\$ 1,900.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
206-C1	REMOVAL OF ASPHALT PAVEMENT	SY	40	\$ 14.00	\$ 560.00	\$ 12.00	\$ 480.00	\$ 16.50	\$ 660.00	\$ 26.50	\$ 1,060.00	\$ 5.00	\$ 200.00	\$ 12.00	\$ 480.00
206-C2	REMOVAL OF CONCRETE SIDEWALK	SY	115	\$ 15.00	\$ 1,725.00	\$ 10.00	\$ 1,150.00	\$ 25.00	\$ 2,875.00	\$ 10.00	\$ 1,150.00	\$ 5.00	\$ 575.00	\$ 15.00	\$ 1,725.00
206-C3	REMOVAL OF CONCRETE DRIVEWAY	SY	17	\$ 22.00	\$ 374.00	\$ 12.00	\$ 204.00	\$ 25.00	\$ 425.00	\$ 30.00	\$ 510.00	\$ 5.00	\$ 85.00	\$ 20.00	\$ 340.00
206-D1	REMOVAL OF CONCRETE CURB & GUTTER (INCL. SAW CUTTING)	LF	210.0	\$ 10.50	\$ 2,205.00	\$ 15.00	\$ 3,150.00	\$ 10.00	\$ 2,100.00	\$ 14.50	\$ 3,045.00	\$ 10.00	\$ 2,100.00	\$ 12.00	\$ 2,520.00
206-D2	REMOVAL OF CONCRETE VALLEY GUTTER (INCL. SAW CUTTING)	LF	35	\$ 12.00	\$ 420.00	\$ 15.00	\$ 525.00	\$ 10.00	\$ 350.00	\$ 18.00	\$ 630.00	\$ 10.00	\$ 350.00	\$ 15.00	\$ 525.00
206-D	REMOVAL OF PIPE	LF	216	\$ 8.00	\$ 1,728.00	\$ 15.00	\$ 3,240.00	\$ 11.00	\$ 2,376.00	\$ 8.00	\$ 1,728.00	\$ 5.00	\$ 1,080.00	\$ 20.00	\$ 4,320.00
206-E	REMOVAL OF INLET/JUNCTION BOX	EA	4	\$ 390.00	\$ 1,560.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00	\$ 850.00	\$ 3,400.00	\$ 350.00	\$ 1,400.00	\$ 350.00	\$ 1,400.00
209-A	MAILBOX RESET	EA	1	\$ 80.00	\$ 80.00	\$ 150.00	\$ 150.00	\$ 50.00	\$ 50.00	\$ 350.00	\$ 350.00	\$ 225.00	\$ 225.00	\$ 75.00	\$ 75.00
210-A	UNCLASSIFIED EXCAVATION	CY	25	\$ 31.00	\$ 775.00	\$ 25.00	\$ 625.00	\$ 40.00	\$ 1,000.00	\$ 12.00	\$ 300.00	\$ 15.00	\$ 375.00	\$ 20.00	\$ 500.00
210-D	BORROW EXCAVATION, SELECT FILL (A-2-4 OR BETTER)	CY	80	\$ 29.00	\$ 2,320.00	\$ 12.50	\$ 1,000.00	\$ 26.00	\$ 2,080.00	\$ 14.00	\$ 1,120.00	\$ 24.00	\$ 1,920.00	\$ 24.00	\$ 1,920.00
301-A	CRUSHED AGGREGATE BASE COURSE, 6" THICK	SY	40	\$ 44.00	\$ 1,760.00	\$ 16.00	\$ 640.00	\$ 28.00	\$ 1,120.00	\$ 25.25	\$ 1,010.00	\$ 100.00	\$ 4,000.00	\$ 48.00	\$ 1,920.00
429-A	IMPROVED BITUMINUS CONCRETE WEARING SURFACE LAYER, 110LBS/SY (INCL. TACK)	TON	5	\$ 425.00	\$ 2,125.00	\$ 200.00	\$ 1,000.00	\$ 625.50	\$ 3,127.50	\$ 850.00	\$ 4,250.00	\$ 475.00	\$ 2,375.00	\$ 350.00	\$ 1,750.00
429-B	IMPROVED BITUMINUS CONCRETE BINDER LAYER, 165LBS/SY (INCL. TACK)	TON	5	\$ 425.00	\$ 2,125.00	\$ 250.00	\$ 1,250.00	\$ 606.30	\$ 3,031.50	\$ 850.00	\$ 4,250.00	\$ 395.00	\$ 1,975.00	\$ 325.00	\$ 1,625.00
533-A	18" STORM SEWER PIPE, RCP (INCL. STRUCTURE EXCAVATION)	LF	216	\$ 36.00	\$ 7,776.00	\$ 65.00	\$ 14,040.00	\$ 51.00	\$ 11,016.00	\$ 37.00	\$ 7,992.00	\$ 60.00	\$ 12,960.00	\$ 82.40	\$ 17,798.40
600-A	MOBILIZATION	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 5,151.52	\$ 5,151.52	\$ 2,500.00	\$ 2,500.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 8,200.00	\$ 8,200.00
610-D	FILTER FABRIC, NON-WOVEN	SY	50	\$ 6.00	\$ 300.00	\$ 4.00	\$ 200.00	\$ 2.50	\$ 125.00	\$ 6.50	\$ 325.00	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00
618-A	CONCRETE SIDEWALK, 4" THICK	SY	115	\$ 40.00	\$ 4,600.00	\$ 45.00	\$ 5,175.00	\$ 61.70	\$ 7,095.50	\$ 46.30	\$ 5,324.50	\$ 30.00	\$ 3,450.00	\$ 56.00	\$ 6,440.00
618-B	CONCRETE DRIVEWAY, 6" THICK	SY	17	\$ 62.00	\$ 1,054.00	\$ 60.00	\$ 1,020.00	\$ 71.00	\$ 1,207.00	\$ 72.45	\$ 1,231.65	\$ 45.00	\$ 765.00	\$ 84.00	\$ 1,428.00

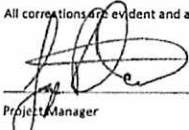


Bid Tabulation - City of Fairhope
Fels Avenue/George Street Drainage Improvements
 DATE: February 5, 2019

CONSTRUCTION ITEMS				E-J BUILDERS		CHRIS BREWER CONTRACTING		AMMONS & BLACKMON		BLADE CONSTRUCTION		A-LONG BORING		ASPHALT SERVICES	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
618-D	ADA COMPLAINT HC RAMP	EA	2	\$ 420.00	\$ 840.00	\$ 350.00	\$ 700.00	\$ 250.00	\$ 500.00	\$ 2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,600.00	\$ 3,200.00
618-E	TRUNCATED DOME (PREFABRICATED, COLOR-BRICK RED)	EA	2	\$ 220.00	\$ 440.00	\$ 175.00	\$ 350.00	\$ 190.00	\$ 380.00	\$ 350.00	\$ 700.00	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00
621-A	JUNCTION BOX	EA	1	\$ 2,600.00	\$ 2,600.00	\$ 3,250.00	\$ 3,250.00	\$ 2,853.00	\$ 2,853.00	\$ 4,200.00	\$ 4,200.00	\$ 4,500.00	\$ 4,500.00	\$ 3,881.00	\$ 3,881.00
621-C1	INLET, TYPE GRATE WITH CURB (INCL. CONCRETE THROAT)	EA	3	\$ 3,300.00	\$ 9,900.00	\$ 3,000.00	\$ 9,000.00	\$ 4,620.00	\$ 13,860.00	\$ 6,000.00	\$ 18,000.00	\$ 4,800.00	\$ 14,400.00	\$ 5,240.20	\$ 15,720.60
621-C2	CONNECT TO EXISTING INLET	EA	1	\$ 750.00	\$ 750.00	\$ 950.00	\$ 950.00	\$ 500.00	\$ 500.00	\$ 850.00	\$ 850.00	\$ 2,500.00	\$ 2,500.00	\$ 1,232.00	\$ 1,232.00
623-C	CONCRETE CURB AND GUTTER. MATCH EXISTING	LF	210	\$ 32.00	\$ 6,720.00	\$ 22.00	\$ 4,620.00	\$ 32.00	\$ 6,720.00	\$ 40.00	\$ 8,400.00	\$ 18.00	\$ 3,780.00	\$ 35.00	\$ 7,350.00
640-A1	MINOR UTILITY ADJUSTMENT, SEWER SERVICES	EA	2	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00	\$ 725.00	\$ 1,450.00	\$ 450.00	\$ 900.00	\$ 1,200.00	\$ 2,400.00	\$ 250.00	\$ 500.00
640-A2	MINOR UTILITY ADJUSTMENT, WATER SERVICES	EA	2	\$ 450.00	\$ 900.00	\$ 350.00	\$ 700.00	\$ 650.00	\$ 1,300.00	\$ 450.00	\$ 900.00	\$ 1,200.00	\$ 2,400.00	\$ 250.00	\$ 500.00
650-A	TOPSOIL, 3" THICK	CY	30	\$ 44.00	\$ 1,320.00	\$ 25.00	\$ 750.00	\$ 25.00	\$ 750.00	\$ 18.50	\$ 555.00	\$ 28.00	\$ 840.00	\$ 25.00	\$ 750.00
652-A	SEEDING/MULCHING	ACRE	0.5	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 3,000.00	\$ 1,500.00	\$ 2,000.00	\$ 1,000.00	\$ 200.00	\$ 100.00	\$ 3,500.00	\$ 1,750.00
654-A	SOLID SODDING	SY	250	\$ 4.00	\$ 1,000.00	\$ 8.00	\$ 2,000.00	\$ 6.20	\$ 1,550.00	\$ 5.00	\$ 1,250.00	\$ 10.50	\$ 2,625.00	\$ 8.00	\$ 2,000.00
665-Q	WATTLES	LF	80	\$ 6.00	\$ 480.00	\$ 10.00	\$ 800.00	\$ 11.50	\$ 920.00	\$ 10.00	\$ 800.00	\$ 20.00	\$ 1,600.00	\$ 12.00	\$ 960.00
665-J	SILT FENCING, TYPE "A"	LF	215	\$ 5.00	\$ 1,075.00	\$ 5.00	\$ 1,075.00	\$ 6.00	\$ 1,290.00	\$ 4.75	\$ 1,021.25	\$ 10.00	\$ 2,150.00	\$ 6.00	\$ 1,290.00
740-A	TRAFFIC CONTROL SCHEME	LS	1	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 7,500.00	\$ 7,500.00
TOTAL AMOUNT				\$	66,662.00	\$	69,545.52	\$	90,111.50	\$	97,252.40	\$	97,530.00	\$	108,300.00

I certify that this Bid Tabulation is true and accurate based on unit prices provided by each individual bidder.

All corrections are evident and as shown in the tabulation.


 Project Manager

2/5/19
 Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a 2019 Ford F250 Super Cab 4x2 Pickup for the Public Works Department (Sanitation Division); and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191A

2019 Ford F250 Super Cab **Cost is \$26,724.00**

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

[Handwritten Signature]

Issuing Date: 2/7/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one (1) F250 4x2 pickup

Project Location: Sanitation Department

Presented to City Council: 2/25/2019

Funding Request Sponsor: Dale Linder, Sanitation Supervisor

Project Cash Requirement Requested:
Cost: \$ 26,724.00

Vendor: Stivers Ford Lincoln of Montgomery, AL

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	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 XXX

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Expense Code: 001400-50470
G/L Acct Name: Capital Purchases-Vehicles and Equipment

Project Budgeted: \$25,000.00
Over (Under) budget amount: \$1,724.00

Comments:

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

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

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

Capital Lease: _____
Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer _____ Finance Director _____ Mayor _____

Purchasing Memo Date: _____ Purchasing Memo Date: 2/6/2019 Delivered To Date: 2/7/2019

Request Approved Date: _____ Request Approved Date: 2/7/2019 Approved Date: 2/8/19

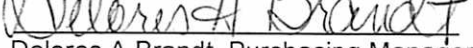
Signatures: _____
[Signature] Jill Cabaniss, MBA
[Signature] Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss Finance Director

From: 
Delores A Brandt, Purchasing Manager

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

Date: February 6, 2019

Re: **Greensheet --CC Approval request for ONE over \$10,000 Procurement of F250 4x2 Pickup or the Public Works Department -- Sanitation Division that is budgeted for \$25,000**

Lisa A. Hanks, MMC
City Clerk

The Public Works Department's Sanitation division is requesting procurement of **ONE (1) 2019 F250 Supercab 4X2 Pickup Model**. The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 16.

I am submitting the following current cost summaries for this vehicle (see attached spreadsheet). The best pricing is from the State of Alabama. The best pricing is from the State of Alabama Bid Number T191A, Contract Number MA999 16000000008, Line Number 16 with requested options.

ONE (1) 2019 Ford F250 Super Cab 4X2 Pickup including delivery. Delivered cost per unit is TWENTY-SIX THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$26,724.00). This is \$1724.00 OVER the budgeted amount.

The State contract vendor is Stivers Ford Lincoln of Montgomery, Al.

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery Approximately 10 weeks ARO

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the Public Works Department's Sanitation division of one (1) 2019 Ford F250 Super Cab 4X2 Pickup from Stivers Ford Lincoln of Montgomery, Al.

CC: file, D Linder, A Bosarge

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 2/5/2019

Name: Dale Linder **Department:** Sanitation

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Ford F250 Pick Up Truck

Where will it be located? Public Works

What is the purpose of the item or service? Service truck for Sanitation Dept

How many do you need? One

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? 2/18/2019

Additional Information or Comments: Per 2019 Budget

BUDGET INFORMATION

What is the total cost of the item or service? 26,724

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? 25,000

State Contract ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: Click or tap here to enter text.

Email completed form with quotes or other supporting documentation to deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

2019 FORD F250 SUPER CAB 4x2 PICKUP - FAIRHOPE - SANITATION DEPARTMENT

CONTRACT NUMBER: MA999 16000000008 (T191A) **LINE NUMBER:** 16 **CONTRACT AMOUNT:** \$22,956

INCLUDES: 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 148" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat
AM/FM Radio, Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer Tow Package w/ 7 / 4 way Plug
Manual Trailer Tow Mirrors w/ Spot Mirrors, 2 Powr Points, Advance Trac w/ Roll Stability Control,
Trailer Sway Control, Hill Start Assist Control, Front Tow Hooks,
2.5" Receiver, Trailer Tow Mirrors and Rear View Camera. 10,000 lbs. GVWR

<u>STATE CONTRACT PRICE (T191A)</u>			
164	164" Wheelbase w/ 8.0' Box	\$ 22,956	<input checked="" type="checkbox"/>
996	6.2L V8 385 Horsepower	\$ 300	<input checked="" type="checkbox"/>
X3E	3.73 Electronic Axle	Included	
18B	Cab Steps - Black Molded	\$ 390	<input checked="" type="checkbox"/>
BL3	Spray-in Bed Liner - (8' Bed)	\$ 445	<input checked="" type="checkbox"/>
LED	4 Corner LED Strobe Lights	\$ 549	<input checked="" type="checkbox"/>
TBM	LT245/75Rx17E BSW AT	\$ 569	<input checked="" type="checkbox"/>
90L	Power Group - Power Windows, Locks & Mirrors	\$ 165	<input checked="" type="checkbox"/>
66S	Upfitter Switches - includes HD Alternator	\$ 915	<input checked="" type="checkbox"/>
		\$ 165	<input checked="" type="checkbox"/>

EXTERIOR COLOR:
Z1 Oxford White ** NC

INTERIOR OPTIONS:
AS 40/20/40 Vinyln Seats - Medium Earth Gray (XL) Std

DELIVERY - \$1.50 PER MILE ONE-WAY \$ 270

Total Price (each) **\$ 26,724**

STATE CONTRACT TERMS: **PAYMENT DUE AT TIME OF DELIVERY**

SIGNATURE: (Required) _____

DATE SIGNED: (Required) _____

PURCHASE ORDER NUMBER: (Required) Quantity

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a 2013 4-Cylinder John Deere Tractor for the Public Works and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$53,000.00.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

COF Project No. 1504
FEB 20 '19 PM 4:27 *JWH*

Issuing Date: 2/11/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of one (1) used 4-cylinder John Deere Tractor

Project Location: Public Works Department

Presented to City Council: 2/25/2019 Resolution # :
Approved _____

Funding Request Sponsor: Tim Bung, Fleet Maintenance Supervisor
Arthur Bosarge, Assistant Public Works Director Changed _____

Project Cash Requirement Requested:
Cost: \$ 53,000.00 Rejected _____

Vendor: ALDOT Equipment Bureau

Project Engineer: n/a

Order Date: n/a Lead Time: 5 days, ARO

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

Project will be: _____ Funding Source: _____

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

Expense Code: 001350-50470 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Capital Purchases State _____

Project Budgeted: \$49,000.00 City _____

Over (Under) budget amount: \$4,000.00 Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Comments: Bush Hog Tractor budgeted for \$39k; Bush Hog budgeted for \$10k - PW wishes to use these budgeted dollars for this purchase instead Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer _____	Finance Director _____	Mayor _____
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/12/2019</u>	Delivered To Date: <u>2/14/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/14/2019</u>	Approved Date: <u>2/24/19</u>
Signatures: _____	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: February 12, 2019

Council Member

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson,
CPA
City Treasurer

Request Green Sheet and City Council approvals for FY2019 budgeted procurement of one (1) used 4-Cylinder John Deere Tractor from ALDOT Equipment Bureau.

The Public Works Department and Tim Bung, Fleet Maintenance Manager have requested the procurement of one (1) used 4-Cylinder John Deere Tractor from ALDOT Equipment Bureau. (see attached).

The total cost of the procurement is FIFTY-THREE THOUSAND DOLLARS (\$53,000.00), through the ALDOT EQUIPMENT BUREAU, in Montgomery, AL (see attached invoice). Mr. Bung states there is money budgeted in FY2019 for two pieces of equipment, one for \$39,000 and one for \$10,000. Public Works Department wants to use that money to purchase this one piece of equipment. The \$53,000 is over the budgeted amount by \$4,000.

Lead time is: Approximately 5 days, ARO.

Please compose a greensheet and move forward for Council approval. this procurement request for one (1) **used 4-Cylinder John Deere Tractor from ALDOT Equipment Bureau.** in the amount of \$53,000.00.

161 North Section
Street PO Drawer
429
Fairhope, Alabama
36533

Cc, file, Tim Bung, A. Bosarge, R Johnson

251-928-2136
251-928-6776 Fax
www.fairhopeal.gov

Date 12/20/2018
Buyer No.: 63600125400

AUDITOR'S # _____
INVOICE/SD-1 NO6209

STATE INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION
EQUIPMENT BUREAU
1409 COLISEUM Blvd.
Montgomery, Alabama 36110
Telephone (334) 242-6248

Buyer Name: City Of Fairhope
Buyer Address: 161 N. Section Street
P.O. BOX 429
FAIRHOPE AL 36533-0429

MAKE CHECK PAYABLE TO: ALABAMA DEPARTMENT OF TRANSPORTATION
AND REMIT TO ABOVE ADDRESS ATTENTION: Susan Horton

A COPY OF THIS INVOICE MUST ACCOMPANY REMITTANCE

Inventory Number	Act No	Description of Property	Serial Number	Make	Model	Mileage	Tag No	Total
SE009721	07	TRACTOR 4 CYLINDER OPERATING ROTARY	1L06125MCDH759408	JOHN DEERE	2013	1,490		\$53,000.00

All sales are as is per terms of the eligibility application. Payment must be made within 30 days from the date of the invoice. Any Title or Bill of Sale will be sent after payment is received.

Total Charge **\$53,000.00**
(pay this amount)

Picked Up By _____

Picked Up Date _____

Equip. Released By _____

Authorized Purchaser _____

Printed Name

Signature

EQUIPMENT BUREAU USE ONLY

Sale Approved/Property Released by: _____
Department of Transportation Property Manager Date

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of (58) Fifty-Eight 700mhz Project P25 Voice Pagers for the Fairhope Volunteer Fire Department, to be purchased from CES Team One Communications, Inc. as Manufacturer and Sole Source Provider in the State of Alabama for Unication USA, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(13) with a total cost of \$44,474.80.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

FEB 13 '19 PMA:28 ZAH

Issuing Date: 2/11/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of (58) fifty-eight 700 mhz P25 voice pagers

Project Location: Fire Department

Presented to City Council: 2/25/2019

Funding Request Sponsor: John Saraceno

Project Cash Requirement Requested:
Cost: \$ 44,474.80

Vendor: CES Team One Communication, Inc.

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: 001200-50340
G/L Acct Name: General Supplies

Project Budgeted: \$46,000.00
Over (Under) budget amount: (\$1,525.20)

Comments: Erroneously budgeted to Purchased V&E-Item cost is \$767/ea which does not warrant capitalization. Propose moving budgeted amount to General Supplies budget

Funding Source:

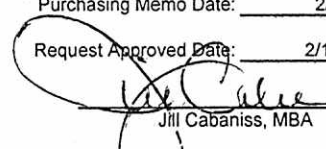
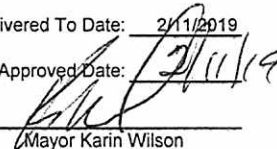
Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	<u>Finance Director</u> Purchasing Memo Date: <u>2/7/2019</u> Request Approved Date: <u>2/11/2019</u>  Jill Cabaniss, MBA	<u>Mayor</u> Delivered To Date: <u>2/11/2019</u> Approved Date: <u>2/11/19</u>  Mayor Karin Wilson
---	---	---



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 7, 2019

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

Re: Placing on City Council agenda approval to purchase **58 budgeted 700mhz Project 25 Voice Pagers for the City of Fairhope Volunteer Fire Department**

Lisa A. Hanks, MMC
City Clerk

The City of Fairhope Volunteer Fire Department is requesting approval to purchase Fifty-Eight (58) **PROJECT 25 VOICE PAGERS**. The amount budgeted for this procurement is FORTY-SIX THOUSAND DOLLARS (\$46,000.00). The actual cost for this equipment is **FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY- FOUR DOLLARS (\$44,474.80)** to be procured from CES TEAM ONE COMMUNICATIONS, INC. of Mobile.

Michael V. Hinson, CPA
City Treasurer

The COF Volunteer Fire Department is requesting that this equipment be purchased **from CES Team One Communications, Inc.** of Mobile, AL Per Unication USA, Inc they are the sole supplier of the G-Series P25 Voice Pagers and is the only P25 capable voice paging product available in the worldwide market. This is a sole source procurement and does not need to be bid out. Section 41-16-51-(13) of the Code of Alabama 1975 states the following regarding sole source items:

Code of Alabama, 1975 makes provision for procurements of this nature in:
Section 41-16-51(13)

(13) contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of person property which by their very nature are impossible to award by competitive bidding

See sole source letter and quote attached to this memo

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval request for 58 P25 Voice Pagers at a total cost of \$44,474.80.

251-928-2136

Cc: file; John Saraceno

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 02/06/2019

Name: John Saraceno **Department:** Fire

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Pagers

Where will it be located? Carried by firemen

What is the purpose of the item or service? Calling out firefighters

How many do you need? 58

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? ASAP

Additional Information or Comments: Click or tap here to enter text.

BUDGET INFORMATION

What is the total cost of the item or service? 44,474.80

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? 46,000

State Contract ALDOT

Purchasing Group Purchasing Group Name: Click or tap here to enter text.

Sole Source Sole Source Justification: see documents sent

Email completed form with quotes or other supporting documentation to deedeeb@cofairhope.com and jennifer.bush@fairhopeal.gov.

Dee Dee Brandt

From: John Saraceno
Sent: Friday, February 8, 2019 1:27 PM
To: Dee Dee Brandt
Subject: Fw: FAIRHOPE AL - SOLE SOURCE
Attachments: Unication USA- Manufacturer Sole Provider Letter.pdf; Unication PTIG Sole Sorce Letter 8.2018.pdf

See below.

Have a Great Weekend,

John Saraceno
ALEM
City of Fairhope
John.Saraceno@fairhopeal.gov
Office 251-929-7415
Cell 251-331-1103

From: Stephenie Shirley <stephenieshirley@cesteamone.com>
Sent: Wednesday, February 6, 2019 4:12 PM
To: John Saraceno
Subject: FW: FAIRHOPE AL - SOLE SOURCE

Hi John, I have the promo committed for you thru March 10th. Hopefully we can obtain the PO by then, you think?

From: Stephenie Shirley
Sent: Wednesday, February 6, 2019 12:03 PM
To: 'John Saraceno' <john.saraceno@cofairhope.com>
Subject: FW: FAIRHOPE AL - SOLE SOURCE

Hi John, please see the attached sole source letter.

Once you review, let me know of anything further you need.

Take care,

Stephenie Shirley
Senior State/Local Government Account Manager
CES Team One Communications
Motorola Solutions MR
Cellular: (251) 421-7271



CES Team One Communications, Inc.

3360 Key Street * Mobile, AL 36609 * Main Number (251) 343-2560



MOTOROLA SOLUTIONS

Radio Solutions Channel Partner

BILL TO:

FAIRHOPE VOLUNTEER FIRE DEPARTMENT
 THOMAS HALL ROAD
 FAIRHOPE, AL 36532

Quote Information:

QUOTE NUMBER:
 QUOTE DATE: 1/24/2019
 ACCOUNT #
 ACCT MANAGER STEPHENIE SHIRLEY (251) 421-7271

SHIP TO:

TEAM ONE COMMUNICATIONS
 3360 KEY STREET
 MOBILE, AL 36609

CONTACT CHIEF CHRIS ELLIS
 PHONE NUMBER (251) 990-0143
 EMAIL firechief@cofairhope.com

QUOTE DESCRIPTION P25 PAGING - REVISED

QTY	MODEL NUMBER	DESCRIPTION	PRICE	DISCOUNT
58	G5B64BF-SXVXENP2	PHASE II P25 G5 DUAL BAND 7/800 MHZ & VHF UNICATION PAGER 2 YR STANDARD WARRANTY (CURRENT PROMO OFFERS AN ADDTL 3 YR WARRANTY)	695.00	36,279.00
58	GS9XXBRC-SXXXEN	STANDARD DESKTOP CHARGER	89.00	4,645.80
1		FREIGHT	70.00	70.00
58		PROGRAMMING OF CUSTOMER TEMPLATE		3,480.00
PROMO VALID UNTIL FEB. 15, 2019				
PURCHASE ORDER MUST BE MADE TO:				
UNICATION USA, INC. 1901 E. LAMAR BLVD ARLINTON, TX 76006 EMAIL PO TO: STEPHENIE SHIRLEY				
PRICED PER THE OHIO STATE TERM CONTRACT # 534526				
			TOTAL:	44,474.80

As an authorized representative of the aforementioned organization, the undersigned agrees to pay service charges at the rate of 1.5% per month (18% per year) on all accounts past due. The undersigned also agrees that in the event that any delinquent account is turned over to a collection agency and/or attorney for collection, that he/she is liable for and will pay, all reasonable costs incurred by CES/Team One Communications, and/or their authorized agents, in the collection of any such delinquent account, including but not limited to payment of reasonable attorney fees and court costs. The undersigned certifies that to the best of his/her knowledge, the above information is true and correct. It is understood and agreed that any checks returned to us for non-payment shall be charged a non-sufficient funds (NSF) check fee, and the maximum allowable interest by law charged from the date of the check. Customer checks returned as NSF will result in the associated account being placed on COD Cash Only basis. There is a 20% restocking fee on all returned items.

Customer Signature: _____ Date: _____

This Quote is Valid for 30 Days



Unication USA, Inc.

1901 E. Lamar Blvd
Arlington, TX 76006

January 6, 2018

RE: Sole Source Confirmation Letter

To Whom It May Concern,

This letter is to verify that Unication's G-Series P25 Voice Pager is the only P25 capable voice paging product available in the worldwide market. Unication is the manufacturer and sole source provider of this technology. The G4 and G5 P25 Voice Pager products are the industry's first and only P25 voice pager and there is currently no comparable product offered by any other manufacturer.

Please feel free to contact us with any questions. Thank You!

Sincerely,

Kelly Hooper

Kelly Hooper
Director of Marketing & Client Relations
Unication USA



Email: kelly@unication.com
Direct: (817) 346-2886
Main: (817) 303-9320
www.Unication.com



Project 25 Technology Interest Group

Project25.org • 301 466 5206 • 3320 Winmoor Drive, Ijamsville MD 21754

August 29th, 2018

To whom it may concern,

Unication has been providing P25 Voice Pagers to the Public Safety market for over three years. State and Local Municipalities are currently using the Unication P25 Voice pagers. To the best of my knowledge there are no other manufacturers of P25 Voice Pagers currently, or have there been previously, in the global marketplace.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephen A. Nichols', with a small asterisk above the end of the signature.

Stephen A. Nichols
Director, Project 25 Technology interest Group
Director@project25.org

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 New Western Star 4700SB Chassis with New Way Sidewinder XTR 22-yard Automated Side Loader for the Sanitation Department; and the equipment is available for direct procurement through the Sourcewell f/n/a National Joint Powers Alliance contract (Bid No. 08716); and therefore, does not have to be let out for bid. The total cost is a not-to-exceed amount of \$235,000.00 including freight.

[2] That the City Council hereby repeals and replaces Resolution No. 2981-18.

Adopted on this 25th day of February, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

02/15/2018

Mr. Arthur Bosarge
City of Fairhope
555 S. Section Street
Fairhope, AL 36533

Dear Mr. Bosarge,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) 2019 Western Star 4700SB Chassis w/ New Way Sidewinder XTR 22 yard Automated Side Loader delivered to your department yard by Jeff Bodiford with Sansom Equipment Company, each for:

(1) One Unit Cost		
Subtotal	\$	231,540.00
Tax (0%)	\$	00.00
Total for One Unit	\$	231,540.00
-per the attached specifications		

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 081716-NAF**. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



TOYOTA

Quote



Sales Rep: Jeff Bodiford
Cell: (251) 298-9398
Email jeffb@secequip.com

Date 2/15/2018
Quote # 201801854

City of Fairhope

TO:
Arthur Bosarge
555 S. Section Street
Fairhope, Alabama, 36533

Quote Status	Shipping Terms	Delivery in Days	Payment Terms
NJPA Quote	Freight Included	180 - 220 Days	Due on receipt

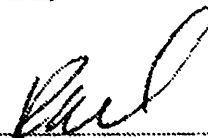
QTY	DESCRIPTION
1	2019 Western Star 4700SB Conventional Cab Chassis - Includes: Cummins ISL-9 Diesel Engine, Allison 4500 Series Transmission. Cummins PP1 5 year Extended Engine Warranty w After-treatment Device Coverage, Allison Transmission 5 year / unlimited mileage Extended Warranty.
1	New Way Sidewinder XTR Automated Side Loading Refuse Body - Includes: 22 yard Capacity Body, Halogen Back Up Lights (Mid-Body & Rear Tailgate), Center Mount Tailgate Strobe Light, Integrated Stone Light System (Upper & Lower Tailgate, Upper Front Body Bulkhead), 7 inch LCD Monitor (Hopper, Arm & Rear View), Hydraulic Filter Bypass Indicator, Quick Connect Hydraulic Port, Secondary Arm Controls (Under passenger seat), Arm Cycle Counter, Pre-Crusher Panel, Hopper Access Ladder and 10 lb. Fire Extinguisher.
1	New Way Extended Body Warranty: One year total coverage on body structure. Three years total coverage on hydraulic components & hydraulic cylinders.
1	Third Year Anniversary Trade-In Value - \$80,000.
1	Reference: Sourcewell (formally known as National Joint Powers Alliance) Bid # 081716 per National Auto Fleet Group, Attn: Jesse Cooper.

RESOLUTION NO. 2981-18

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

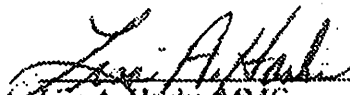
[1] That the City of Fairhope has voted to procure a New Freightliner 114 SD Chassis with New Way Sidewinder XTR 22-yard Automated Side Loader through a Three-Year Lease-to-Own for the Sanitation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract (Bid No. 08716); and therefore, does not have to be let out for bid. The three-year lease-to-own for a total buy in the amount of \$235,000.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank.

Adopted on this 15th day of February, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk



Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES
PACKAGES AND SHIPPING PAPERS
Purchase Order # **20182480-00**

BILL TO

CITY OF FAIRHOPE
P.O. Drawer 429
Fairhope AL 36533

Delivery must be made within
doors of specified destination.

VENDOR

NATIONAL AUTO FLEET GROUP
72 HOUR LLC
490 AUTO CENTER DRIVE
WATSONVILLE CA 95076

SHIP TO

MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE AL 36532

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
951-440-0585		831-480-8497		2409		Sanitation Dept-	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
03/01/2018	1188				Sanitation Department		
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	2018 Freightliner SD114 Chassis and 2018 New Way XTR 22 yard Automatic Side Loader Body NATIONAL JOINT POWERS ALLIANCE BID NUMBER 081716 PER SPECIFICATIONS NATIONAL AUTO FLEET GROUP QUOTE: #201801854	1.00	EACH	\$231,540.000	\$231,540.00		
<p><u>Western Star</u></p> <p>Need new photo from Sansom / (same amount)</p> <p>Detail new Brand - Western Star 4700 -</p>							

By *Clint Steinhilber*
City of Fairhope Buyer

CITY OF FAIRHOPE, AL

PG Total **\$231,540.00**

City of Fairhope Project Funding Request

FNV

Issuing Date: 2/1/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Garbage Truck With Automated Side Loader (3 Year Lease-To-Own)

Project Location: Sanitation Dept

Presented to City Council: 2/15/2018

Approved Changed _____ Rejected _____
RES 2481-18

Project Cash Requirement Submitted for Approval:

Cost: \$63,293.99 (based on N.J.P.A Bid No. 081718 with \$236,000 overall price.)

Providers: BancorpSouth Equipment Finance, or other local bank
(Procurement through Sansom Equipment Company)

Project Engineer: ns

Order Date: n/a Lead Time: 180-220 days

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

Division of General Fund Funding This Project							
Admin-10	Police-16	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40 XXX

Expense Code: <u>61100-50470</u>	Revenue Code: _____
Acct Name: <u>Purchases Vehicles & Equipment</u>	

Project will be: Expedient _____ Expendable _____ Capitalized <u>XXX</u>	Project Financed by: _____ Grant _____	Federal - not to exceed amount _____ State _____ City _____
Project Budgeted: <u>\$63,400.00</u> (x 3 years)	Board: _____	Title _____ Year _____
(Over) Under budget amount: <u>\$100.00</u>	Lease: _____	Title _____ Year _____

Funding: Capital funds Capital Lease: See attached for various options Payment: 3 Years Term

City Council Prior Approval? Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>1/2/18</u>	Received Date: <u>2/2/18</u>	Received Date: <u>2/9/18</u>
Request Approved Date: <u>2/2/18</u>	Approved Date: <u>2/2/18</u>	Approved Date: <u>2/15/18</u>
Signature: <u>[Signature]</u> Michael V. Hinson CPA	Signature: <u>[Signature]</u> [Name]	Signature: <u>[Signature]</u> Mayor John Wilson

Contact Person: Richard Johnson, Public Works Director

City of Fairhope

FEB 5 11:19 PM 2019

[Handwritten initials]

Approval for Special Event Request

1 | 23 | 19

Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Rotary Steak Cook-Off

Person Requesting: Poenta Luckie

Date of Event: Friday, May 10th, 2019

Location: Bancroft + Johnson Ave

Please attach all supporting documentation.

Approval:

[Signature] Date: 1/29/19
Police Chief/Designee

Estimated security cost for event \$ 1,920 off-duty

[Signature] Date: 2/1/19
Director of Public Works/Designee

Estimated cost for city services \$ 2,800

Disapproval:

Police Chief

Director of Public Works/Designee

set up 200 steel barricades
25 Garbage cans
20 orange barricades
Garbage truck
Sweeper
barricade trailer and truck
2 Blowers
8 men to set up
8 men to clean up

Clean up is charged OT

Route back to rental facilities department for application package finalization

NOTES: _____

Once signatures are obtained, please forward to the City Clerk's office to go before council.

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. *FEES*
- 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.

*Attached
2 pages*

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)
- N/A* 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).

N/A

8. For South Park Events, signatures from:

Shuck's Restaurant: _____ Date: _____

Down by the Bay Cafe: _____ Date: _____

- 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- Law Enforcement Personnel Provided by: City of Fairhope
- Barricades Provided by: City of Fairhope
- Staging Provided by: Rotary Club
- Tents Provided by: Rotary Club
- Port-o-lets provided by: Rotary Club
- _____ Special transportation needs provided by: _____
- Special electrical needs: City of Fairhope

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? Bancroft between Morphy & Fairhope Ave. plus Johnson Ave.
- 2. Date Requested: 5/10/19 Hours requested from: 3:00 PM to 11:30 PM
- 3. Renter's Name: Fairhope Rotary Club Foundation
 Address: Physical: 10 N. Section; mailing: P.O. Box 741
 City: Fairhope State: AL Zip: 36533
 Phone Numbers: 251-295-8430 cell of Poenta Luckie
- 4. Purpose of Use: Non profit fundraiser called Rotary Steak Cookoff
- 5. Number of persons expected to attend (adults and minors): 3000
- 6. Will there be alcohol on the premises during the event? Yes 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.: Tents, stage, port-o-lets, lighting, grills, food & beverage stations, audio & video equipment Rental Company: TBD
- 8. Will you need electricity? Yes No For: _____
 Will you need water? Yes No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

CLEANING AND CANCELLATION POLICIES

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

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

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

Renter's Signature: [Signature] Date: 1/18/19
 City Personnel: [Signature] Fees Paid: \$1,293.75 Date: 1-23-19 Ck. #: 1046

-Office Use Only-

Rotary Club of Fairhope Foundation
Post Office Box 741
Fairhope, Alabama 36533-0741



January 7, 2019

Fairhope City Council

Fairhope Rotary Club Foundation seeks your approval for a street closure and the right to serve beer and wine during our annual event named the "Fairhope Rotary Club Foundation Steak Cook Off". This event has raised more than \$650,000 in its history. The proceeds of the Cook Off support local and international charities as well as funding several scholarships for local students. This event has become known as the "premier street party" in this area and its attendance is in excess of 2,000 people each year.

We are asking for a variance of the street ordinance to close Bancroft St and Johnson Ave on Friday, May 10, 2019 at 3 P.M.

In the event of inclement weather, the event will be held at the Fairhope Civic Center. We also seek permission to serve Beer and Wine at the Civic Center.

Event details are:

- Streets: Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue, between Section Street and Bancroft Street
- Date: May 10, 2019
- Hours: 3:00 PM until 11:30 PM, actual even is from 7-10pm
- Beer, wine, soft drinks, and bottled water served
- Request for use of barricades from city of Fairhope
- Security will be contracted through the Fairhope Police Department
- Providing trained servers of alcoholic beverages
- Street clean up after the event will be provided

Thank you for your consideration.

Chad Clark

A handwritten signature in blue ink, appearing to read "Chad Clark".

Event Coordinator
251-776-0895

President: Lee Turner

Vice President: Anil Vira

Secretary/Treasurer: Ed Wall

200
Metal
Barricades
Staged
(see Map)

Group to
return
barricades
to each
staging
location

“No Thru
Traffic”
signs at
Bellangee/
Section &
Morphy/
Bancroft

2 Orange
Barricades at
Johnson/
Section and
two at Fair-
hope/
Bancroft



ROTARY STEAK COOK-OFF

- Noon Mannich Parking Lot Clears
- 3p.m. Bancroft & Johnson close for Set-Up
- Vehicle Removal
- Lights/Porto-pots
- Garbage Cans
- 4p.m. Equipment Set-Up
- 5p.m. Teams Move In
- 7p.m. Event begins
- 10p.m. Event ends and Move-out begins
- 11:30p.m. Move-out ends

Public Works to put up “No Parking after 3p.m.” signs

Stage and band (The Crickets) set up in Mannich parking lot. Group will advise all merchants. Back alley will close at 5p.m.

Officers to check that no one goes over the barricades, that guests have designated wristbands, and please advise a member in a Rotary shirt if it looks like someone has had too much to drink.

Cooking teams are NOT permitted to serve alcohol. Certified bartenders will work the beer and wine stations.

Carts by the Bay to be at Julwins and Greers pkg lots

Sheri has notified the schools for bus traffic and Faulkner

Contacts:
Elizabeth Stone
455-2513

Brian Lachey
Lachey15@gmail.com
401-0426

Chad Clark
Chad.clark@hancockwhitney.com
487-8250

Andy Tubertini
atubertini@yahoo.com
251-550-6514



GATE

TABLES

BEER/WINE

E L

1

14

1

15

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TABLES

Trucks/Car

SB

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GATE

FIRETRUCK

STAG

VIP

FIRETRUCK

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BEER/WINE

SB

BOAT

BOAT

BEER

TOILET

BEER/WINE

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E L

E L

E L

728.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 19 1999

THE FAIRHOPE ROTARY CLUB FOUNDATION
PO BOX 1469
FAIRHOPE, AL 36533

Employer Identification Number:
63-1187030
DLN:
17053020016039
Contact Person: DAVID A DOEKER ID# 31168
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
October 27, 1997
Advance Ruling Period Ends:
December 31, 2001
Addendum Applies:
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2019

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 BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Pitman Insurance Agency Post Office Box 482 Fairhope AL 36533		CONTACT NAME: Lee Turner PHONE (A/C, No, Ext): (251) 928-9786 E-MAIL ADDRESS: lee@pitmaninsurance.com FAX (A/C, No): (251) 928-4406	
INSURED Fairhope Rotary Club Foundation Post Office Box 741 Fairhope AL 36532		INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Insurance Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 41297	

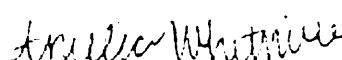
COVERAGES **CERTIFICATE NUMBER:** CL1911625759 **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			AMW011519	05/10/2019	05/12/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HOST LIQUOR LIABILITY			AMW011519	05/10/2019	05/12/2019	Limit \$1,000,000

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

The Rotary Club Foundation Steak Cook Off.
 Event located on S. Bancroft St. from Fairhope Ave. to Morphy Ave. as well as Johnson Ave.
 In the event of rainout, location will be held at the Fairhope Civic Center, 161 N. Section St. Fairhope, AL.
 Event Date 5/10/2019

CERTIFICATE HOLDER		CANCELLATION	
City of Fairhope PO Drawer 429 Fairhope AL 36532		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

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DATE: _____

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: Friday, May 10, 2019 Times: 3:00 pm -- 11:30 pm

Type of Event: Rotary Steak Cookoff

Street(s) to be closed: Bancroft from Morphy to Fairhope Avenue and Johnson

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.

PNC

NAME	ADDRESS	PHONE	SIGNATURE
Bryan Linder	51 S Section St	928-3709	[Signature]
"Binner" Greer's	75 S Section	928-8029	[Signature]
EDWARD JONES (SWE CADE)	405 Johnson Ave	928-7559	[Signature]
APTUS	407 JOHNSON AVE.	517-7198	[Signature]
Kim McLemore	27 South Section St	928-8172	[Signature]
Chandise Hampton	411 Johnson Ave	210-6375	[Signature]
Jill Phillips	12 South Bancroft	517-9550	[Signature]
Kelly Robbins	10 1/2 S. Bancroft	928-5300	[Signature]
Derek Stillman	8 S. Bancroft St.	928-0404	[Signature]
Becky Kiper	6B S. Bancroft St	233-0203	[Signature]
Kristen Kelly	6A S. Bancroft	599-5943	[Signature]
WAOE WELLSBORO	35 S SECTION	990-3412	[Signature]
Logan Lawshe	Honey Baked	928-7262	[Signature]
Wok B. / D. Bay	Laura Morphy	270-7262	[Signature]

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