



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**

THURSDAY, 7 MARCH 2019 – 4:30 P.M. – COUNCIL CHAMBER

1. Frank Weber – McGriff Insurance Services – BCBS Discussion
2. Discussion of Assessing Repairs at the Welcome Center
3. Dredging Discussion for Fly Creek Channel – Richard Johnson
4. Discussion of ALDOT widening Project on State Hwy 181 to Upgrade 6 inch Water Main to 12 inch Water Main with City paying the difference – Richard Peterson
5. Discussion of Proposed Revisions to Planning Director’s Job Description
6. Committee Updates
7. Department Head Updates/Grant Updates

Next Regular Meeting – Monday, March 25, 2019 - Same Time and Place

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Walcott, Adams & Verneuille, to perform Professional Architectural Services to Assess Repairs at the Welcome Center (RFQ No. 006-19); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 7TH DAY OF MARCH, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

FEB 19 '19 PM 8:57

Karin Wilson
Mayor

To: Lisa A. Hanks, City Clerk

From: *Delores A Brandt*
Delores A Brandt, Purchasing Manager

Council Members:

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

Date: February 19, 2019

Re: Council approval for Request Mayor to negotiate a fee and sign the contract for **RFQ No. PS006-19 Professional Architecture Services to Assess Repairs at the Welcome Center**

Lisa A. Hanks, MMC
City Clerk

The Director of Economic Development & Community Development, Sherry-Lea Botop, is requesting to hire a professional architect to assess necessary repairs and updates to the Welcome Center, which also houses archives for the Fairhope Museum.

Per the City's Procedure for Procuring Professional Services for under \$100K, Director of Economic Development & Community Development, Sherry-Lea Botop, and I routed a short list of consulting firms for the Mayor to choose to solicit. Please move this request forward of the Mayor's choice, **Walcott, Adams, & Verneuille** to the City Council to approve the Mayor's choice and authorize the Mayor to negotiate a fee and sign the contract with **Walcott, Adams, & Verneuille**. A copy of the Mayor's choice can be found attached to this memo.

Please place on the next available City Council agenda this request to approve the Mayor's choice, authorize the Mayor to negotiate a fee, and sign a contract with Walcott, Adams, & Verneuille

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

Cc: file; S Botop

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 15, 2019

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

Re: **RFQ PS006-19 Architectural Services to Assess Repairs at the Welcome Center**

Lisa A. Hanks, MMC
City Clerk

The Director of Economic Development & Community Development needs to hire professional architect services firm to assess the necessary repairs and updates to the Welcome Center, which also houses archives for the Fairhope Museum of History. Per our Procedure for Procuring Professional Services for Projects under \$100K, Sherry-Lea Botop, Director of Economic Development & Community Development, Richard Johnson, Public Works Director, and I are routing this short list through you, to the Mayor, to choose a professional architect 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.

The short list is:

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

 DW

 2/15/19

Walcott, Adams, & Verneuille
Contact: Ryan Baker *
Fairhope, Al
251 928- 6041

____/____/____

Mott MacDonald Alabama, LLC
Daphne, Al
251 626-5514

____/____/____

Volkert, Inc
Contact: Ray Miller
251 342-7070

____/____/____

None. Submit another list

Cc: file; S. Botop, R Johnson

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

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

Dee Dee Brandt

PS 006-19

From: Dee Dee Brandt
Sent: Friday, February 15, 2019 10:00 AM
To: Richard Johnson
Subject: FW: City of Fairhope Welcome Center & Museum Archives

Are you looking for engineer / architect, or JUST Architect? Who do you want on the list to the Mayor?

Dee Dee Brandt
Purchasing Manager
deedeeb@cofairhope.com
251 928-8003

From: Sherry-Lea Bloodworth Botop <sherrylea@fairhopeal.gov>
Sent: Thursday, February 14, 2019 4:16 PM
To: Dee Dee Brandt <deedee.brandt@cofairhope.com>
Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>
Subject: City of Fairhope Welcome Center & Museum Archives

DeeDee –

Can you please prepare this to go on the agenda for the next meeting:

Authorization the mayor select an architect to prepare design documents to address the following at the Welcome Center (which also houses the Fairhope Museum of History):

The 1st floor of the building is the city Welcome Center. The 2nd floor is currently used as an archives room for the City of Fairhope Museum of History.

Main Scope of Work:

Envelope/ Water Issues:

- EIFS (siding) is delaminating from the building.
 - This is a sign of water infiltration. It appears this is occurring at the balcony.
- Door/ Window leaks
 - The 2nd floor doors & windows going out to the balcony currently has sandbags across the thresholds and sills due to the continuous water leaks.
- Roof leak(s)
 - There are several water stained ceiling tiles on the 2nd floor. In the areas they are occurring it areas to be roof leaks especially adjacent to the parapet wall.
- 2nd floor HVAC
 - In the past the HVAC system had a condensate overflow that caused water to spill out into the archives room. The carpet is stained in this area
 - In order to achieve the archive environment, there is a store bought dehumidifier in addition to the HVAC equipment.
 - Some of the ceiling tile staining appears to be ductwork sweating.
- Design concepts for façade once EIFS siding is replaced.

Additional Items to be Considered:

- ADA compliance to second floor and 2nd stair for egress.

- Connection to the museum.
- Rear of building
 - Utilize the extra asphalt area to expand the landscape zone to match the museum.
 - New signage/wayfinding.
 - New entrance from back to be similar to museum entrance (move mechanical room to allow the welcome center to be 2 sided).
- Upgrades to the interior of the Welcome Center.
- Parking lot and drive behind the welcome center be redone to provide clearer pedestrian zones? Should it be upgraded with pavers to match the parking behind the library.
- Upgrading the entry area on Section Street.
 - New lighting
 - New signage
 - New landscaping
 - New site furnishings

Let me know if you have questions. Thank you!

Sherry-Lea

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Karin Wilson, to execute one of the Memorandum of Understandings between M&N of Alabama, LLC and The City of Fairhope for the Dredging of Main Channel of Fly Creek; and to authorize the Mayor to execute the contract for Bid No. 008-19 for same:

Option A - \$513,750.00 – Work starts immediately upon execution with a larger dredge and completed in 30 clear weather calendar days.

or

Option B - \$463,750.00 – Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

MAR 11 10 15 AM '19

Issuing Date: 3/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve signing of one of two MOU for negotiated Contract and execute contract for Bid No. 008-19 Dredging of Main Channel - Fly Creek

Project Location: Fly Creek

Presented to City Council: 3/7/2019

Resolution #: Approved, Changed, Rejected

Funding Request Sponsor: Richard Johnson, Public Works Director

Project Cash Requirement Requested:

Cost: \$ 513,750.00 City Share \$256,875.00 FYC Share \$256,875.00

Vendor: M&N of Alabama, LLC

Project Engineer: n/a

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

Department Funding This Project

Table with columns: General XXX, Gas, Electric, Water, Sewer, Gas Tax, Cap Proj, Impact. Row: Admin-10, Police-15, Fire-20, Rec-25, Adult Rec-30, Marina-34 XXX, Street-35, Sanitation-40.

Project will be:

Funding Source:

Expensed XXX, Capitalized, Inventoried

Operating Expenses XXX, Budgeted Capital, Unfunded

Expense Code: 001340-50360, G/L Acct Name: Marina General Maintenance

Grant:

Federal - not to exceed amount State

Project Budgeted: \$172,030.00

City

Over (Under) budget amount: \$84,845.00

Bond: Loan:

Title Year, Title Year

Comments: Over (Under) calculated using City Share of 50%. Remaining 50% paid by Fairhope Yacht Club

Capital Lease:

Payment Term

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date:

Purchasing Memo Date: 3/1/2019

Delivered To Date: 3/1/2019

Request Approved Date: 3/3/19

Request Approved Date: 3/1/2019

Approved Date:

Signatures: [Signature]

Jill Cabaniss, MBA

Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From:

Delores A Brandt
Delores A Brandt, Purchasing

Date: March 1, 2019

Karin Wilson
Mayor

Re: **Request for City Council to choose and approve signing of one of two MOU for negotiated Contract, and execute Contract for Bid No. 008-19 Dredging of Main Channel --Fly Creek**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

The Public Works Director, Richard Johnson, seeks Council approval, through the Memo of Understanding (attached), associated with the negotiation of Contract for Bid No 008-19. **Dredging of Main Channel --Fly Creek. Two MOUs are being submitted from which Council is asked to choose and approve for Contract.** Resolution of February 25, 2019, City Council approved negotiating the contract with the bidder, after receiving only one valid bid for the project. The contractor, **M & N of Alabama, LLC**, has agreed to a reduction in bid pricing from Bid Base of \$505,000 and Additive Alternate of \$33,550.00 to one of the options listed below:

Option A:

Bid Base of \$480,000.00 and Additive Alternate of \$33,750.00 by scope and pricing modifications through a post bid value engineering process. The negotiated pricing for this Contract will not exceed **FIVE HUNDRED THIRTEEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$513,750.00)**. See attached quotation.

1 Conditions: Work start immediately upon execution with a larger dredge and completed in 30 clear weather calendar days.

OR

Option B:

Bid Base of \$430,000.00 and Additive Alternate of \$33,750.00. 00 by scope and pricing modifications through a post bid value engineering process. The negotiated pricing for this Contract will not exceed **FOUR HUNDRED SIXTY-THREE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$463,750.00)**. See attached quotation.

2 Conditions: Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

Please place on the next available City Council agenda this request to approve the negotiated pricing as per Council selected MOU, and authorize the Mayor to sign the associated MOU and Contract with M & N of Alabama, LLC


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



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Dee Dee Brandt, Purchasing Manager

CC: Lynn Maser, Special Projects, Marina Manager; FYC; File

Date: February 27, 2019

Subject: Fly Creek – Main Channel Dredging – Negotiated Bid Price – M&N of Alabama

Mayor Wilson:

The City Council at their February 25, 2019 Regular Business rejected Bid No. 008-19 Dredging of Main Channel - Fly Creek and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price. That process has been completed. Attached are two Memorandums of Understanding (MOU) signed by the contractor. They are designated Option "A" and Option "B". The sole bid as opened proposed the following costs: Base Bid of \$505,00.00 and an Additive Alternative Bid of \$33,750.00 for a Total Bid of \$538,750.00. Below are the two saving options:

Option A ¹ :	Original Bid	Negotiated Bid	Savings	City Share	FYC Share
Base Bid	\$505,000.00	\$480,000.00	\$25,000.00	\$240,000.00	\$240,000.00
Add Alt	\$33,750.00	\$33,750.00	\$0.00	\$33,750.00	\$0.00

¹Conditions: Work start immediately upon execution of contract, performed with a larger dredge and completed in 30 clear weather calendar days.

Option B ² :	Original Bid	Negotiated Bid	Savings	City Share	FYC Share
Base Bid	\$505,000.00	\$430,000.00	\$75,000.00	\$215,000.00	\$215,000.00
Add Alt	\$33,750.00	\$33,750.00	\$0.00	\$33,750.00	\$0.00

²Conditions: Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

This needs to be submitted to the Council for their next regularly scheduled Business Meeting on March 11, 2019. The Council can select the option they prefer. In addition, we will need to coordinate with the Fairhope Yacht Club for their preference and enter into a shared funding agreement for the dredging portion of the contract.

It is my recommendation that Council select option B. The cost savings is significant enough to justify the delayed start to the dredging. Ultimately, the decision is between them and the Yacht Club.

If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ

MEMORANDUM OF UNDERSTANDING (MOU) – OPTION "A"

This Memorandum of Understanding (MOU) is made on this 28th day of February, 2019, by and between the City of Fairhope, Alabama (*City*); 555 South Section Street; Fairhope, Alabama 36532 and M&N OF ALABAMA LLC; 14435 McCoy Lane; Magnolia Springs, Alabama 36555 (*Contractor*) for the purpose of documenting modifications to the *Contractor's* low bid of February 12, 2019 for the work described in the bid documents of Bid No. 008-19 Dredging of Main Channel - Fly Creek (*Project*).

WHEREAS *Contractor* submitted an apparent low responsible and responsive base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) for the work of the *Project* on February 12, 2019;

AND WHEREAS the *City* received only one responsive bid and on February 25, 2019 the *City* (the awarding authority) rejected the bid and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price per Ala. Code § 41-16-50(a);

AND WHEREAS there is no change in specifications or scope of the *Project* there is an opportunity to identify value savings within the *Project* involving the participation and input of all parties;

AND WHEREAS the *City* and *Contractor* wish to enter this MOU documenting the mutually agreed upon bid price adjustments resulting from the collaborative post-bid price negotiation process;

Purpose

The purpose of this MOU is to document the results of the collaborative post-bid price negotiation process and reconcile the apparent low base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) to the revised Total Bid (Base + Additive Alternative) contract amount of Five Hundred and Thirteen Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$513,750.00). This MOU outlines the *Project* pricing changes that have been mutually agreed upon by *City* and *Contractor* equaling to a reduction of \$25,000.00.

Agreement

The undersigned parties to this MOU hereby agree to the following *Project* pricing modifications:

-SEE TABLE ON NEXT PAGE-

NEGOTIATED PROJECT BID QUANTITIES³					
Item #	Description	Quantity	Units	Unit Price	Total
001	Mobilization/Setup*	1	LS	\$115,000.00	\$115,000.00
002	Preparation of dewatering site (excavation and construction of berm)	1	LS	\$95,000.00	\$95,000.00
003	Channel Maintenance Dredging Operations ¹	34,000	CY	\$5.00	\$170,000.00
004	Demobilization/Site Cleanup*	1	LS	\$100,000.00	\$100,000.00
Negotiated Total of Base Bid:					\$480,000.00
Additive Alternate Bid Item					
005	Jetty Extensions ² – Class IV Rip Rap – In Place	270	TON	\$125.00	\$33,750.00
Negotiated Total of Base Bid + Additive Alternate:					\$513,750.00

¹The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Removal of described material from the entrance channel
3. Operation (dewatering) and maintenance of spoil site for beach re-nourishment
4. Placement of dredged material on the shoreline North and South of the entrance channel
5. Provide equipment for loading trucks with excess and/or unsuitable dredge material for disposal
6. Grading and contouring beach to the desired elevations
7. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

²The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Preparation of waterbottoms
3. Preparation and connection to existing jetties (including, but not limited to: resetting/repositioning existing rip rap to achieve a clean continuous connection)
4. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

³The reduction in costs have the associated conditions included in the contract:

1. Work shall commence upon executed contract and issuance of the Notice to Proceed
2. Work shall be performed with 16-inch dredge mobilized out of Louisiana
3. Work shall require (and be completed in) 30 clear weather calendar days

*Reduction in Mobilization/Setup & Demobilization/Site Clean Up by \$25,000.00 total

[SIGNATURE PAGE]

APPROVED:

(Contractor)
M&N OF ALABAMA LLC

By: R. Harold Sherman
Title: Managing Partner

ATTEST: Barbara M Sherman
Title: Senior Partner

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST: _____
Lisa Hanks, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of _____, 2019

Notary Public _____

My Commission Expires _____ / /

MEMORANDUM OF UNDERSTANDING (MOU) – OPTION "B"

This Memorandum of Understanding (MOU) is made on this 28th day of February 2019, by and between the City of Fairhope, Alabama (*City*); 555 South Section Street; Fairhope, Alabama 36532 and M&N OF ALABAMA LLC; 14435 McCoy Lane; Magnolia Springs, Alabama 36555 (*Contractor*) for the purpose of documenting modifications to the *Contractor's* low bid of February 12, 2019 for the work described in the bid documents of Bid No. 008-19 Dredging of Main Channel - Fly Creek (*Project*).

WHEREAS *Contractor* submitted an apparent low responsible and responsive base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) for the work of the *Project* on February 12, 2019;

AND WHEREAS the *City* received only one responsive bid and on February 25, 2019 the *City* (the awarding authority) rejected the bid and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price per Ala. Code § 41-16-50(a);

AND WHEREAS there is no change in specifications or scope of the *Project* there is an opportunity to identify value savings within the *Project* involving the participation and input of all parties;

AND WHEREAS the *City* and *Contractor* wish to enter this MOU documenting the mutually agreed upon bid price adjustments resulting from the collaborative post-bid price negotiation process;

Purpose

The purpose of this MOU is to document the results of the collaborative post-bid price negotiation process and reconcile the apparent low base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) to the revised Total Bid (Base + Additive Alternative) contract amount of Four Hundred and Sixty-Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$463,750.00). This MOU outlines the *Project* pricing changes that have been mutually agreed upon by *City* and *Contractor* equaling to a reduction of \$75,000.00.

Agreement

The undersigned parties to this MOU hereby agree to the following *Project* pricing modifications:

-SEE TABLE ON NEXT PAGE-

NEGOTIATED PROJECT BID QUANTITIES¹					
Item #	Description	Quantity	Units	Unit Price	Total
001	Mobilization/Setup*	1	LS	\$82,500.00	\$82,500.00
002	Preparation of dewatering site (excavation and construction of berm)	1	LS	\$95,000.00	\$95,000.00
003	Channel Maintenance Dredging Operations ¹	34,000	CY	\$5.00	\$170,000.00
004	Demobilization/Site Cleanup*	1	LS	\$82,500.00	\$82,500.00
Negotiated Total of Base Bid:					\$430,000.00
Additive Alternate Bid Item					
005	Jetty Extensions ² – Class IV Rip Rap – In Place	270	TON	\$125.00	\$33,750.00
Negotiated Total of Base Bid + Additive Alternate:					\$463,750.00

¹The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Removal of described material from the entrance channel
3. Operation (dewatering) and maintenance of spoil site for beach re-nourishment
4. Placement of dredged material on the shoreline North and South of the entrance channel
5. Provide equipment for loading trucks with excess and/or unsuitable dredge material for disposal
6. Grading and contouring beach to the desired elevations
7. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

²The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Preparation of waterbottoms
3. Preparation and connection to existing jetties (including, but not limited to: resetting/repositioning existing rip rap to achieve a clean continuous connection)
4. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

³The reduction in costs have the associated conditions included in the contract.

1. Work shall not commence until such time that the Contractor completes the currently underway dredging project in Mexico Beach, FL.
2. Notice to Proceed will allow work to commence between 90 and 180 days after execution of contract. (At his option, the Contractor may start work earlier than 90 days).
3. Work shall be performed with 12-inch dredge mobilized out of Magnolia Springs, AL and contract time remains unchanged at sixty (60) calendar days.

Reduction in Mobilization/Setup & Demobilization/Site Clean Up by \$37,500.00 each

[SIGNATURE PAGE]

APPROVED:

(Contractor)
M&N OF ALABAMA LLC

By: Richard Sherman
Title: Managing Partner

ATTEST: Barbara A Sherman
Title: Senior Partner

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST: _____
Lisa Hanks, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of _____, 2019

Notary Public _____

My Commission Expires _____ / /

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes the funding for the Upgrade of Water Main being relocated in the ALDOT IMF-I010 (320) Widening SR-181 Project from a six inch main to a twelve inch main to allow for future growth. The cost for the upgrade will be \$121,040.00.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: March 4, 2019

Council Members:

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

Re: **Placing on City Council agenda to approve an upgrade of the water main that is being relocated in the ALDOT IMF-1010 (320) widening project on SR-181, for future growth**

Lisa A. Hanks, MMC
City Clerk

In the ALDOT IMF widening project on 181, the project included a relocation of our 6" main. Operations Director, Richard Peterson, recommends upgrading the 6" main to a 12" main, with the cost difference being in the unit price bids of the ALDOT contract for construction, and the contract does have unit prices for both size mains.

The difference in cost is what the City will be responsible for, since cost the 6" main is what ALDOT is committed to in the project and ALDOT does not pay for any requested upgrades

The cost of the upgrade, which includes casing under **SR104**, almost 200 feet more pipe than was reported during the on-site meeting, and added **costs of fittings and glands** will be an additional ONE HUNDRED TWENTY-ONE THOUSAND DOLLARS (\$121,040.00) to the contracted costs that ALDOT pays--\$106,134.35. The spreadsheet is attached.

Please place on next available City Council agenda this request to upgrade the water main being relocated in ALDOT IMF project from 6" to 12" to allow for future growth. The cost for this upgrade will be \$121,040.00.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

Cc, file, R. Peterson, Jay Whitman

251-928-6776 Fax
www.fairhopeal.gov

Item	Description	Unit Price	Quantity	Difference	Total
641A682	6" Ductile Iron Water Main Laid	\$ 31.05	25.00		\$ 776.25
641A688	12" Ductile Iron Water Main Laid	\$ 56.60	25.00	\$ 25.55	\$ 638.75
641A746	6" P.V.C. Water Main Laid	\$ 13.20	2881.00		\$ 38,029.20
641A752	12" P.V.C. Water Main Laid	\$ 31.95	2881.00	\$ 18.75	\$ 54,018.75
641C500	Ductile Iron Fittings	\$ 10.25	1700.00		\$ 17,425.00
641C500	Ductile Iron Fittings	\$ 10.25	5125.00	3425.00	\$ 35,106.25
641J516	6" Gate Valve With Box	\$ 1,225.90	1.00		\$ 1,225.90
641J522	12" Gate Valve With Box	\$ 3,067.15	1.00	\$ 1,841.25	\$ 1,841.25
641M512	6" Retainer Gland	\$ 120.00	45.00		\$ 5,400.00
641M518	12" Retainer Gland	\$ 275.00	45.00	\$ 155.00	\$ 6,975.00
649A635	12" Steel Encasement Pipe Type 2	\$ 203.50	208.00		\$ 42,328.00
649A655	20" Steel Encasement Pipe Tye 2	\$ 252.00	208.00	\$ 48.50	\$ 10,088.00
641L500	Concrete for Water Mains (Thrust Blocks)	\$ 250.00	3.80		\$ 950.00
641L500	Concrete for Water Mains (Thrust Blocks)	\$ 250.00	13.30	9.50	\$ 2,375.00
641D500	Fire Hydrant	\$ 4,998.50	0.00		\$ -
641D500	Fire Hydrant	\$ 4,998.50	2.00	2.00	\$ 9,997.00
				Contract Paid	\$ 106,134.35
				Fairhope Paid	\$ 121,040.00

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

THURSDAY, 7 MARCH 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 25 February 2019 Regular City Council Meeting, minutes of 25 February 2019 Work Session, and minutes of 25 February 2019 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - An Ordinance adopting New Building, Mechanical, Plumbing, Fuel and Gas, Fire and Electric Codes. (Introduced at the February 25, 2019 City Council Meeting)
6. **Final Adoption** – 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. (Introduced at the February 25, 2019 City Council Meeting)
7. **Final Adoption** – 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. (Introduced at the February 25, 2019 City Council Meeting)
8. **Final Adoption** – 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. (Introduced at the February 25, 2019 City Council Meeting)
9. Ordinance – An Ordinance known as the Flood Damage Prevention Ordinance for the City of Fairhope, Alabama; and repeals and replaces Ordinance No. 668, Ordinance No. 786, and Ordinance No. 1368.

10. Resolution – That Mayor Karin Wilson or Council President Jack Burrell, on behalf of the City of Fairhope, is hereby authorized to purchase the properties owned by the Baldwin County Board of Education: known as the K-1 Center, Fairhoppers Community Park, and the James P. Nix Center); and to execute and negotiate all documents necessary to complete the closing and to acquire title on behalf on the City pursuant to the executed Land Purchase Contract.
11. Resolution – That the City Council hereby approves and authorizes Mayor Karin Wilson, to execute one of the Memorandum of Understandings between M&N of Alabama, LLC and The City of Fairhope for the Dredging of Main Channel of Fly Creek; and to authorize the Mayor to execute the contract for Bid No. 008-19 for same.
12. Resolution – To Authorize the filing with the County Board of Education of Baldwin County, Alabama, of a Request for a Special 3 Mill Ad Valorem School District Tax Election.
13. Resolution – That certain items are declared surplus and the Mayor and Staff are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] receiving bids for such property (via GovDeals) sold to the highest bidder; provided, however, that the City Council shall have the authority to reject all bids, when, in its opinion, it deems the bids to be less than adequate consideration for the personal property; [2] sold for scrap or recycle at the highest offered value; and [3] disposal via landfill.
14. Resolution – That the City Council hereby adopts the effective Flood Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM) dated April 19, 2019.
15. Resolution – That Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to RFP Number 001-18 for the Natural Gas Distribution System Leak Detection Survey for Gas Department with Leak Detection Services, Inc. The Amendment is a change in services with a corresponding change in the cost per hour, which includes a visual inspection of all service meters and above ground facilities related to service installations to meet the atmospheric corrosion inspection requirement in the Department of Transportation Pipeline Safety Regulations. This change increased the original contract cost from \$81,972.50 to \$99,644.60.
16. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Magnolia River for Professional Consultant Services for RFQ No. PS015-18, Cast Iron Replacement Program with System Mapping and System Modeling for the Gas Department (RFQ No. PS015-18) with a not-to-exceed amount of \$70,000.00.
17. Resolution – That the City of Fairhope has voted to Purchase a Merry-Go-Round for Fels Park for the Recreation Department and the requested equipment is available for direct procurement through the U. S. Communities Buying Group Contract; and therefore, does not have to be let out for bid. The cost is \$5,379.31: funding by the Fairhope Kiwanis of \$4,000.00 and the City of Fairhope \$1,379.31.

18. Resolution – That the City of Fairhope has voted to procure a John Deere 4x4 Side by Side Maintenance Vehicle for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$13,062.72; and hereby repeals Resolution No. 3277-18 adopted on December 20, 2018.
19. Resolution – That the City of Fairhope has voted to purchase a 2019 Ford XLT Transit Wagon for the IT 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 \$24,217.00.
20. Resolution – That the City of Fairhope approves the procurement of FY 2019 Inventory Supply of Electrical Underground Wire (1/0 15KV 220m) for the Electric Department with a cost of \$11,450.00.
21. Resolution – That the City of Fairhope approves the procurement of One (1) Pipe Trailer to transport 2" PE Gas Pipe for the Gas Department with a cost of \$10,960.69.
22. Resolution – That the City of Fairhope has voted to procure windows from Home Depot for quoted price of \$10,703.60; and approve the installation by Seale Quality Construction and Renovations, Inc. at a quoted price of \$14,950.00 for Quail Creek Clubhouse. The total project cost will be \$25,658.60.
23. Resolution – That the City of Fairhope has voted to approve ALTEC Industries, Inc. as the "Sole Source" provider for the repair of the ALTEC Derrick Truck for the Electric Department. The cost will be \$12,361.17.
24. Resolution – That the City of Fairhope has voted to purchase a 2015 Ford Explorer 4-Dr SUV for the Revenue Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$16,064.00.
25. Resolution – That the City of Fairhope has voted to purchase a 2016 Ford F150 Pickup Truck for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$26,300.00.
26. Resolution – That the City of Fairhope has voted to procure Metal Building for Transformer Storage at Twin Beech for the Electric Department from ACE-QUIN-CO, Inc. with a total cost of \$18,650.00.
27. Resolution – That Mayor Karin Wilson is hereby authorized to execute Change Order No. 2 to Bid No. 005-18, Library Envelope Repairs 2019 which adds an additional 12 calendar days to the contract for miscellaneous repairs due to unforeseen conditions discovered upon demolition and affects the critical path schedule; and awards the Change Order to MW Rogers Construction Co., LLC. The Change Order will extend the contract time from 210 calendar days to 222 calendar days.

28. Fairhope Environmental Advisory Board:
 - Requesting from the City Council approval of the following three initiatives: Stormwater Sampling Plan, Side-stream Wastewater Storage, and Fairhope Public Utilities Technical Support Services Resource or Division as described on the attached document.
29. Public Participation – (3 minutes maximum)
30. Executive Session - 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.
31. Adjourn

**City Council Work Session - 4:30 p.m.
on Thursday, March 7, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Thursday, March 7, 2019 – Council Chambers**

Next Regular Meeting – Monday, March 25, 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, 25 February 2019.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:08 p.m. The invocation was given Reverend Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 11 February 2019, regular meeting; minutes of the 11 February 2019, work session; and minutes of the 11 February 2019, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding lease discussion from the last meeting; and now we are having an issue with another lease. She said the City Attorney is harming the good name and character of our Department Heads; and is not interested in working with the Mayor which is causing frustration and low morale. Mayor Wilson commented the City Attorney needs to work with the Mayor.

Councilmember Robinson thanked the Public Works Department and Police Department for making the KOER parade a success. He mentioned there were two more parades: Maids of Jubilee and Order of Mystic Magnolias. Councilmember Robinson said he and Councilmember Conyers met with some of the Department Heads and the City Attorney; and it was a good meeting. Councilmember Robinson said he personally felt we are on the right path now. Councilmember Robinson commented that he and Councilmember Conyers will help with issues.

Councilmember Conyers mentioned the Library being closed due to repairs and should be open on March 11, 2019. He said there is a consensus of the Council to move forward with the K-1 property purchase.

Councilmember Brown thanked everyone for a great KOER parade; and for the Haven's Mystic Mutts of Revelry parade.

Council President Burrell thanked the Public Works Department and Police Department for two good parades. He thanked Councilmember Conyers for letting everyone know we are going to purchase the K-1 Center.

25 February 2019

A Public Hearing was held as advertised on a proposed ordinance to ordinance to adopt New Building, Mechanical, Plumbing, Fuel and Gas, Fire and Electric Codes. Councilmember Robinson introduced the proposed Ordinance. Council President Burrell read the proposed ordinance.

Building Official Erik Cortinas briefly explained the proposed ordinance and supplements to be adopted.

Council President Burrell opened the Public Hearing at 6:26 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:27 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the March 7, 2019 City Council meeting.

A Public Hearing was held as advertised on an ordinance to Amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an Ordinance to amend 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. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:30 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:31 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the March 7, 2019 City Council meeting.

A Public Hearing was held as advertised on an ordinance to Amend Zoning Ordinance No. 1253. Councilmember Brown introduced in writing an ordinance 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.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:33 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:34 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the March 7, 2019 City Council meeting.

25 February 2019

A Public Hearing was held as advertised on an ordinance to Amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance 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.

Planning Director Wayne Dyess briefly explained the proposed ordinance; and commented this will be a Tony's Towing yard.

Council President Burrell opened the Public Hearing at 6:38 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:39 p.m. Council President Burrell commented that this is very rare for R-1 rezone to M-1; and there are only two remaining parcels that are M-1 available.

Due to lack of a motion for immediate consideration, this ordinance will layover until the March 7, 2019 City Council meeting.

Councilmember Brown moved for final adoption of Ordinance No. 1637, an ordinance to Annex 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) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, and Brown. NAY - None.

Councilmember Brown moved for final adoption of Ordinance No. 1638, an ordinance to Amend Zoning Ordinance No. 1253 and 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) Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, and Brown. NAY - None.

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

25 February 2019

RESOLUTION NO. 3330-19

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

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

RESOLUTION NO. 3331-19

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;

25 February 2019

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

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

25 February 2019

RESOLUTION NO. 3332-19

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

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25 February 2019

**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

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

25 February 2019

RESOLUTION NO. 3333-19

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 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

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

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25 February 2019

RESOLUTION NO. 3334-19

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

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

RESOLUTION NO. 3335-19

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 25TH DAY OF FEBRUARY 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

25 February 2019

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

RESOLUTION NO. 3336-19

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

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

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25 February 2019

RESOLUTION NO. 3337-19

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 Drainage 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

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25 February 2019



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

ITEM #	DESCRIPTION	CONSTRUCTION ITEMS		E-J BIDDERS		CHRIS BREWER CONTRACTING		AMMONS & BLACKMON		DLADE CONSTRUCTION		A-LONG BORING		ASPHALT SERVICES	
		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										
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	\$ 17.00	\$ 680.00
206-C2	REMOVAL OF CONCRETE SIDEWALK	SY	115	\$ 15.00	\$ 1,725.00	\$ 10.00	\$ 1,150.00	\$ 75.00	\$ 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	\$ 11.00	\$ 385.00	\$ 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	U	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	\$ 150.00	\$ 150.00	\$ 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	\$ 18.00	\$ 450.00	\$ 15.00	\$ 375.00	\$ 20.00	\$ 500.00
210-D	DITCH EXCAVATION, SELECT FILL (A-2-4 OR BETTER)	CY	80	\$ 29.00	\$ 2,320.00	\$ 12.50	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 14.00	\$ 1,120.00	\$ 24.00	\$ 1,920.00	\$ 24.00	\$ 1,920.00
301-A	CRUSHED AGGREGATE BASE COURSE, 6" THICK (UNCLASSIFIED) CONCRETE WEARING SURFACE LAYER, 1.000000 (INCL. FACE)	SY	40	\$ 44.00	\$ 1,760.00	\$ 16.00	\$ 640.00	\$ 38.00	\$ 1,520.00	\$ 25.25	\$ 1,010.00	\$ 100.00	\$ 4,000.00	\$ 48.00	\$ 1,920.00
429-A	IMPROVED BITUMINOUS CONCRETE BINDER LAYER, 1.000000 (INCL. FACE)	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 BITUMINOUS CONCRETE BINDER LAYER, 1.000000 (INCL. FACE)	TON	5	\$ 425.00	\$ 2,125.00	\$ 250.00	\$ 1,250.00	\$ 606.50	\$ 3,031.50	\$ 850.00	\$ 4,250.00	\$ 395.00	\$ 1,975.00	\$ 315.00	\$ 1,575.00
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	PELLET FABRIC, HIGH-DENSITY CONCRETE SIDEWALK, 4" THICK	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	\$ 5,224.50	\$ 30.00	\$ 3,450.00	\$ 56.00	\$ 6,440.00
618-B	CONCRETE DRIVEWAY, 6" THICK	SY	17	\$ 82.00	\$ 1,394.00	\$ 60.00	\$ 1,020.00	\$ 71.00	\$ 1,207.00	\$ 71.45	\$ 1,234.65	\$ 45.00	\$ 765.00	\$ 84.00	\$ 1,428.00

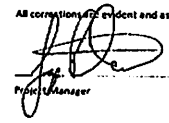


Bid Tabulation - City of Fairhope
 Fels Avenue/George Street Drainage Improvements
 DATE: February 5, 2019

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	\$ 3,100.00	\$ 9,300.00	\$ 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	\$ 1,500.00	\$ 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

25 February 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3338-19

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 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

25 February 2019

RESOLUTION NO. 3339-19

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 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

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

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25 February 2019

RESOLUTION NO. 3340-19

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 (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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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25 February 2019

RESOLUTION NO. 3341-19

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 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

Council President Burrell explained Senate Bill 23; and commented Senator Elliott thinks this is taxation without representation. He said we have police, fire, schools, services, etc. Councilmember Brown stated the Police Jurisdiction helped the Police Department capture a thief. Council President stated these are public safety issues. Councilmember Conyers commented that all the Police Chief candidates opposed bringing in the Police Jurisdiction. Mayor Wilson said she was for limiting the Police Jurisdiction; and currently the Police Department is understaffed.

After further discussion, Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope requesting the Alabama State Legislature to oppose Senate Bill 23 regarding the Police and Planning Jurisdictions. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 February 2019

RESOLUTION NO. 3342-19

A RESOLUTION OF THE CITY OF FAIRHOPE OPPOSING ANY ACTION BY THE ALABAMA LEGISLATURE THAT WOULD RESTRICT OR REMOVE MUNICIPAL POLICE OR PLANNING JURISDICTIONS

WHEREAS, there are currently pending before the Alabama Legislature bills, specifically SB23 by Senator Elliot, which would restrict or remove municipal authority to exercise police and planning jurisdictions; and

WHEREAS the City of Fairhope and other municipalities enforce municipal Police and/or Planning Jurisdictions to insure the public health, safety, and welfare in these areas and to assist in the planning of future growth for economic development; and

WHEREAS, the City of Fairhope provides services such as [Police and Fire Protection, Recreational Facilities, Library, Museum, Fire Safety Inspections, Permitting, Building Inspections, Flood Plain Administration, Environmental Protection Ordinances (Wetlands, Erosion, and Sediment Control), etc.; and

WHEREAS, loss of these services could cause significant harm to citizens and businesses in the police jurisdiction, including potential increases in business and home owner's insurance as a result of increased ISO ratings and possible delayed response times for public safety; and

WHEREAS, loss of these services to citizens by the City of Fairhope will result in either increased costs to the County to assume responsibility for those services or force citizens to do without those services if the County cannot afford to assume them.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby urges the Alabama State Legislature to oppose Senate Bill 23, and any other bills that would restrict or remove municipal police or planning jurisdiction authority.

ADOPTED ON THIS 25TH DAY OF FEBRUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

25 February 2019

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

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

- 1) Randy Niemeyer, 216 Hawthorne, addressed the City Council regarding the Rental Ordinance and the Enforcement Officers now enforcing the ordinance. He said it was selective, vague, and unfair; and requested the City Council to suspend enforcement of the ordinance. He volunteered to work with Council. Councilmember Robinson mentioned the Enterprise Ordinance that has exceptions; i.e. three or less homes are exempt and management company are exempt. Councilmember Conyers agreed with Mr. Niemeyer that the ordinance needs clarification. Council President Burrell said he has two condos and must have a business license for both; and long term is a business.

Wayne Dyess commented we had selective enforcement, so we began enforcing consistently. Councilmember Robinson said it is an ordinance and we must enforce the law. Lynn Maser said the search began looking at Airbnb; and not paying lodging tax.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:20 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
:
COUNTY OF BALDWIN) (

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 25 February 2019.

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

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

The following topics were discussed:

- Operations Director Richard Peterson addressed the City Council regarding Side
Stream Storage Project; Storage Facilities at South Section Street, Twin Beech, Quail
Creek, and the Woodlands. He mentioned a grant application through Gulf of
Mexico Energy Security Act (GOMESA). Mr. Peterson explained the lift stations
and collection basins; and vessels to help the lift stations. He said that the vessel
would aid in hydraulic equalization and pretreatment; and possibly minimize
upgrades to lift stations. Mr. Peterson’s recommendation is the epoxy coated steel
vessels. (See attached the “Sidestream Storage Plan”) Council President Burrell
requested to see the financial plan for the project.
• The Discussion of School Tax Overlay District was discussed next on the agenda by
Councilmember Brown. He discussed the timeline for the Baldwin County Board of
Education: resolution by Council, petition signed by 200 electors, present to BCBE,
and then present to Baldwin County Commission. The City Council needs to decide
millage, determine date of referendum, and how long millage will last.

Mayor Wilson presented a Power Point Presentation on her Equitable School
Funding Plan. She mentioned reimbursement for sports/recreational expenses from
BCBE, Baldwin County Commission imposing an Impact Fee, using 10 percent from
sales tax, using profits from Water Utility Fund, and continue City appropriation
which would give us \$1,980,000.00 funding for schools. (See attached Power Point
Presentation)

Councilmember Robinson commented the 10 percent from sales tax is not
permanent; and the 3 mills would be for years. Council President Burrell stated the
sales tax has been used for other things other than debt service; and supports
referendum for people to get a vote for the 3 mill tax. Mayor Wilson asked the City
Council to put her plan in place first. Councilmember Brown said the Education
Advisory Committee recommends a 3 mill tax and keep it 30 years in place.
Councilmember Conyers agreed to look at sales tax and the profits from utility.
Councilmember Robinson stated the vote may be for or against the 3 mill tax. The
consensus of the City Council was to move forward with referendum for a 3 mill tax
for 30 years around October.

Monday, 25 February 2019
Page -2-

- Council President Burrell said to put the Repairs at the Welcome Center on the next agenda.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:59 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

SIDESTREAM STORAGE PLAN

Fairhope Wastewater System
Improvement

Side Stream Storage Tanks

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

Phase II - As needed

NORTH

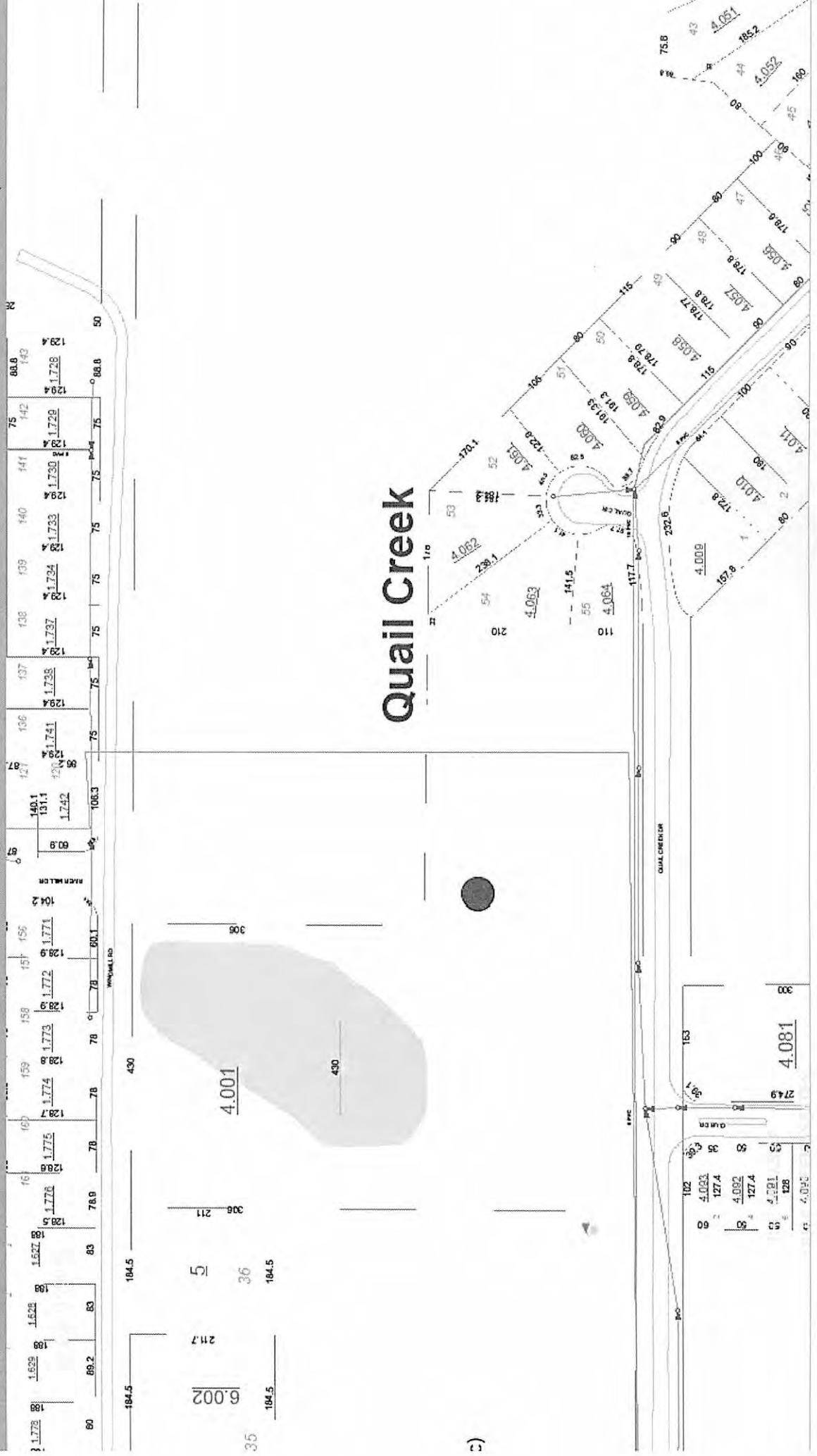
EAST

SOUTH

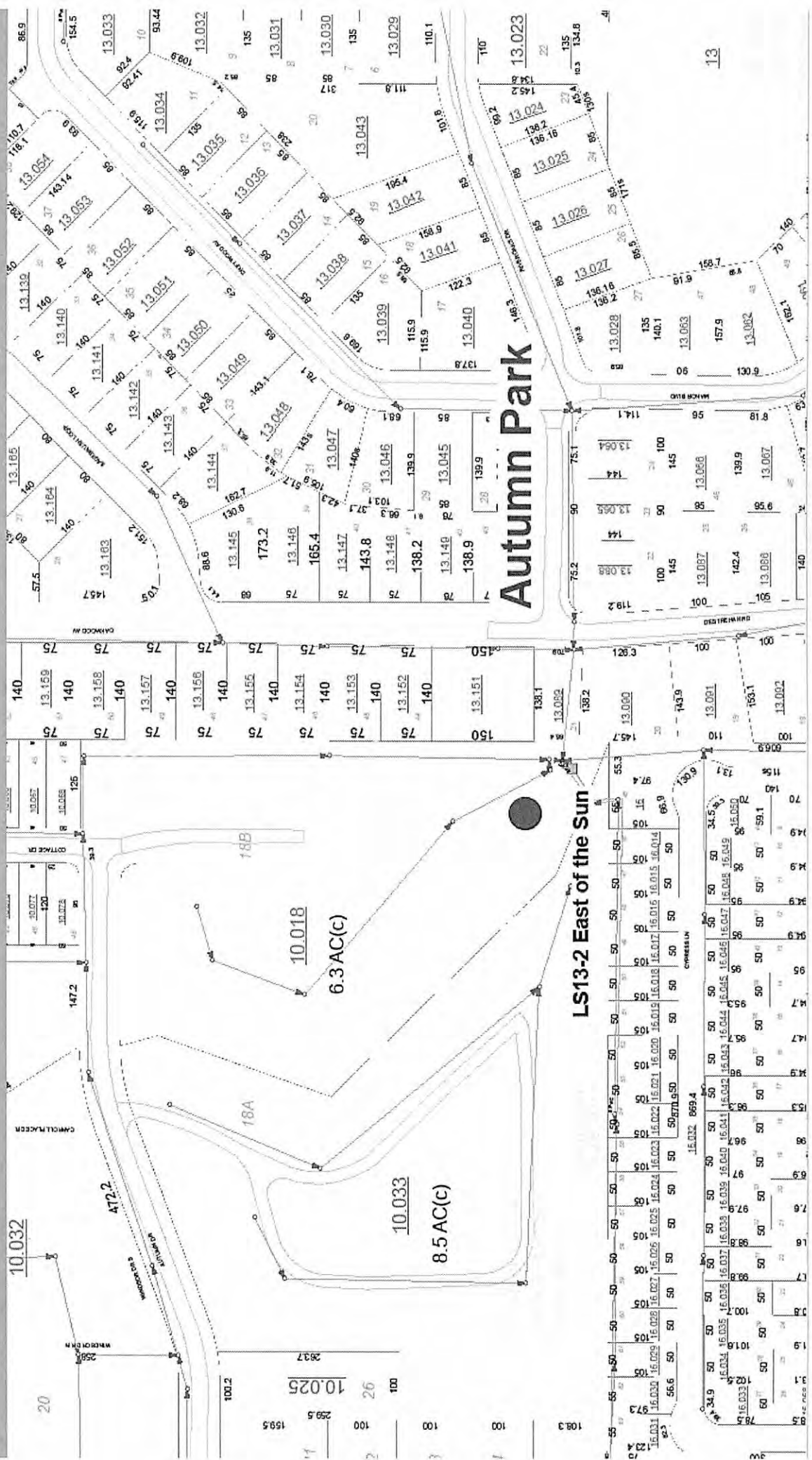
SIDESTREAM STORAGE TANKS



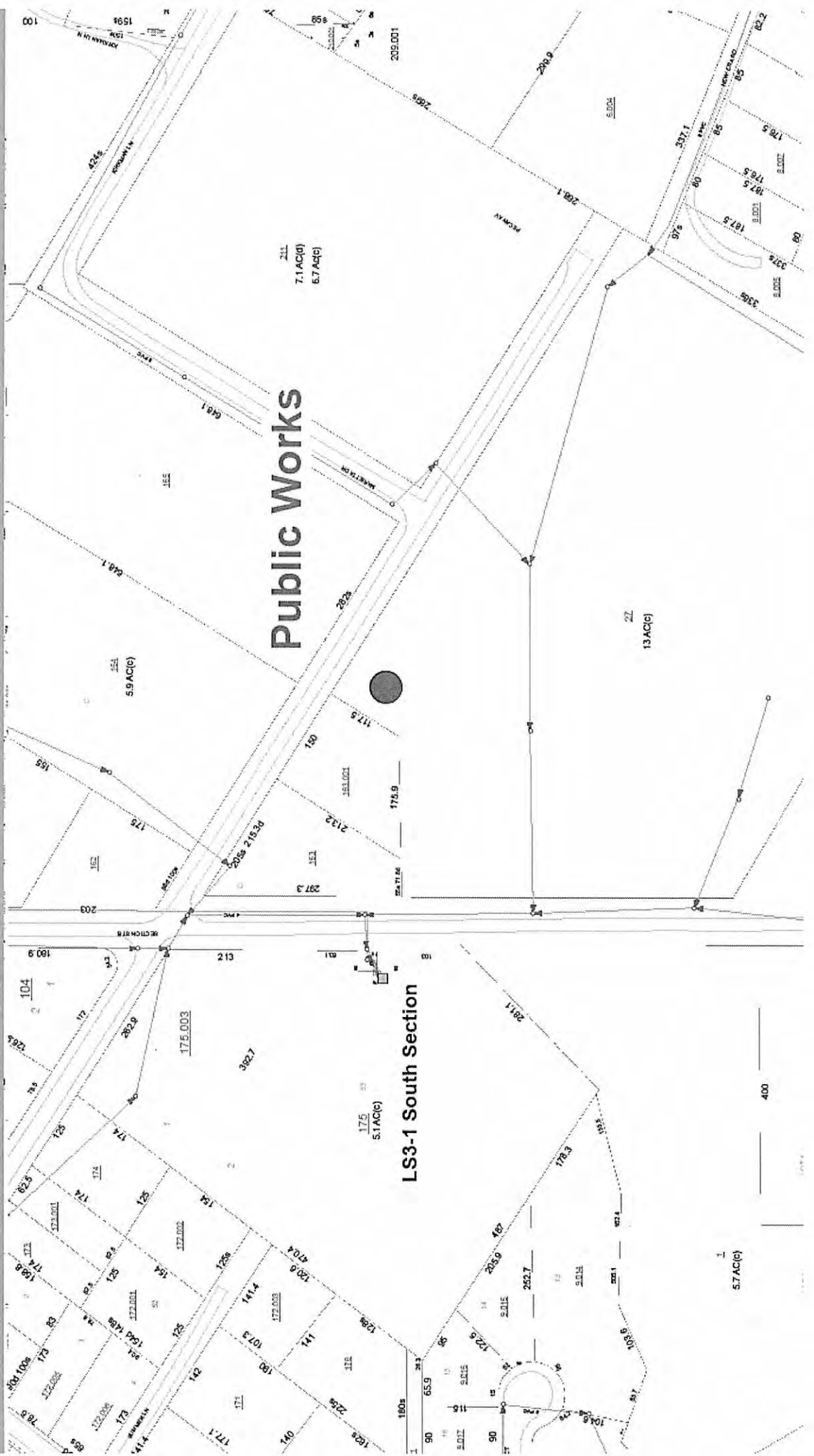
QUAIL CREEK SITE



AUTUMN PARK SITE



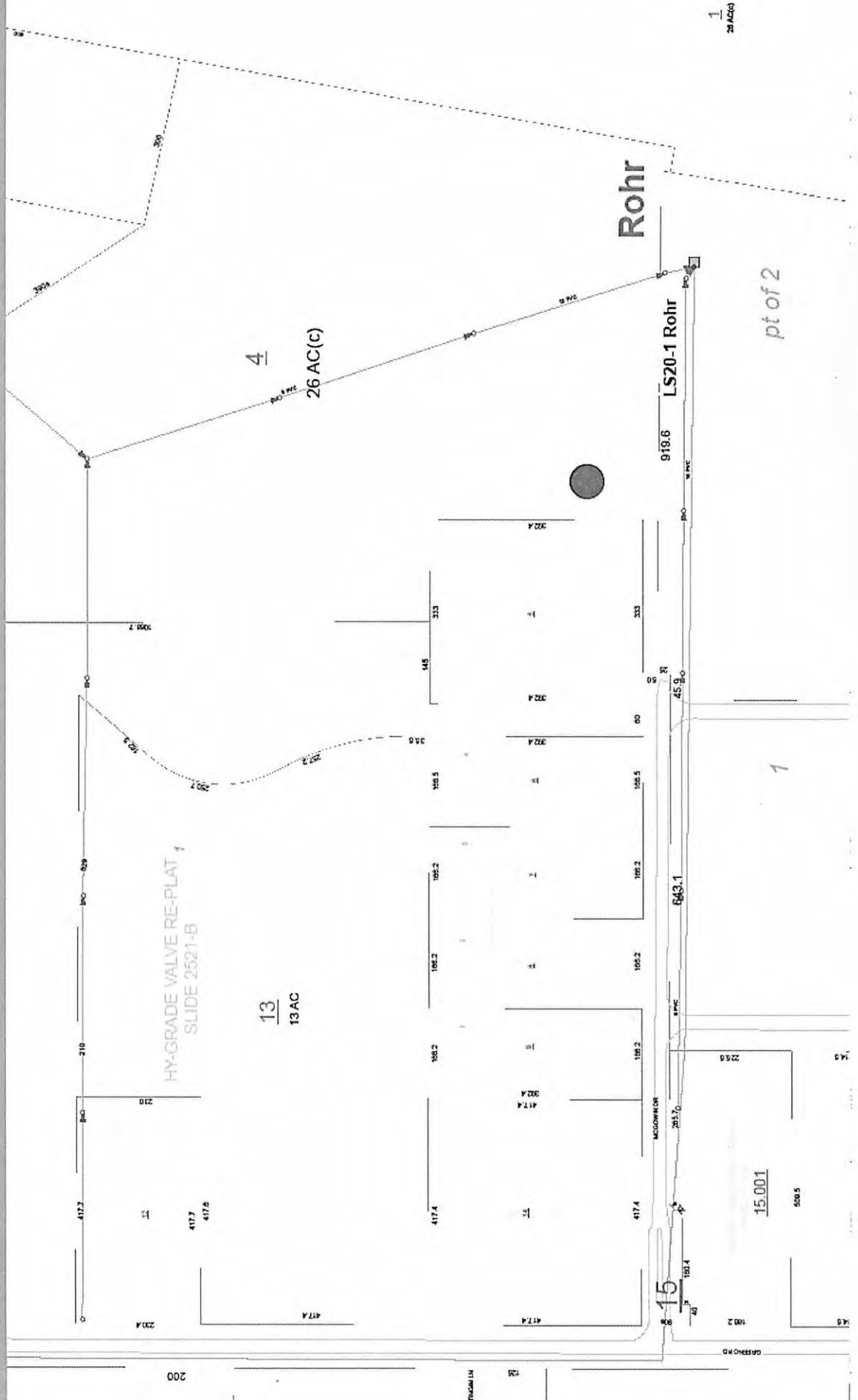
PUBLIC WORKS SITE



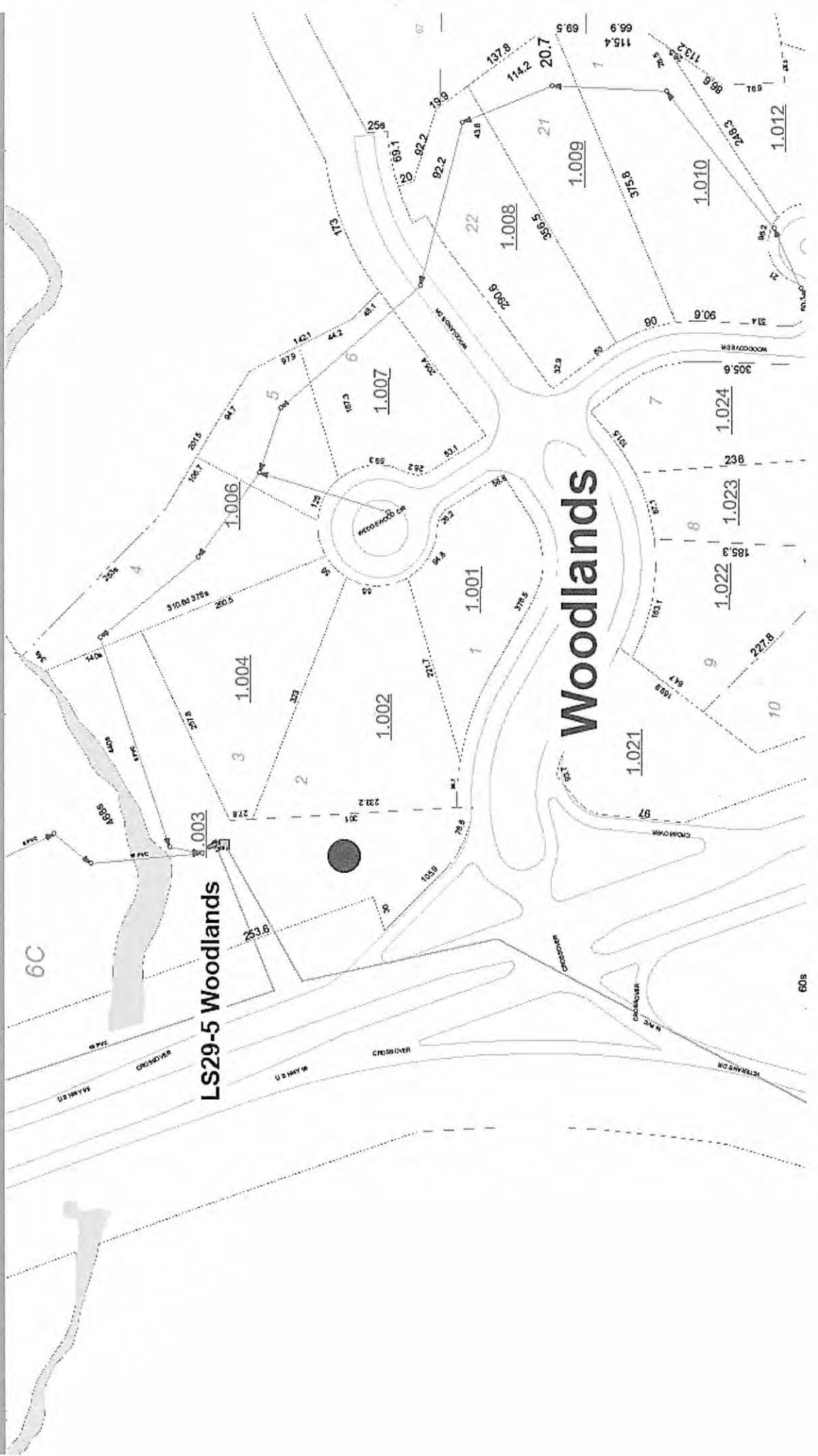
TWIN BEECH SITE



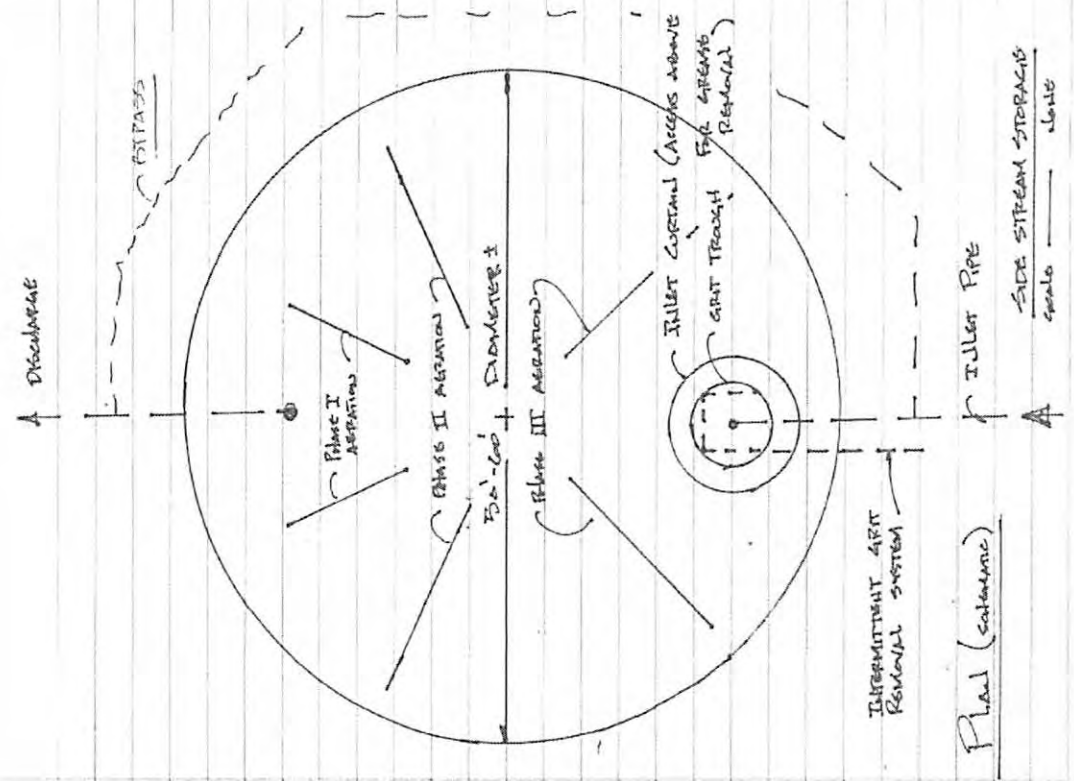
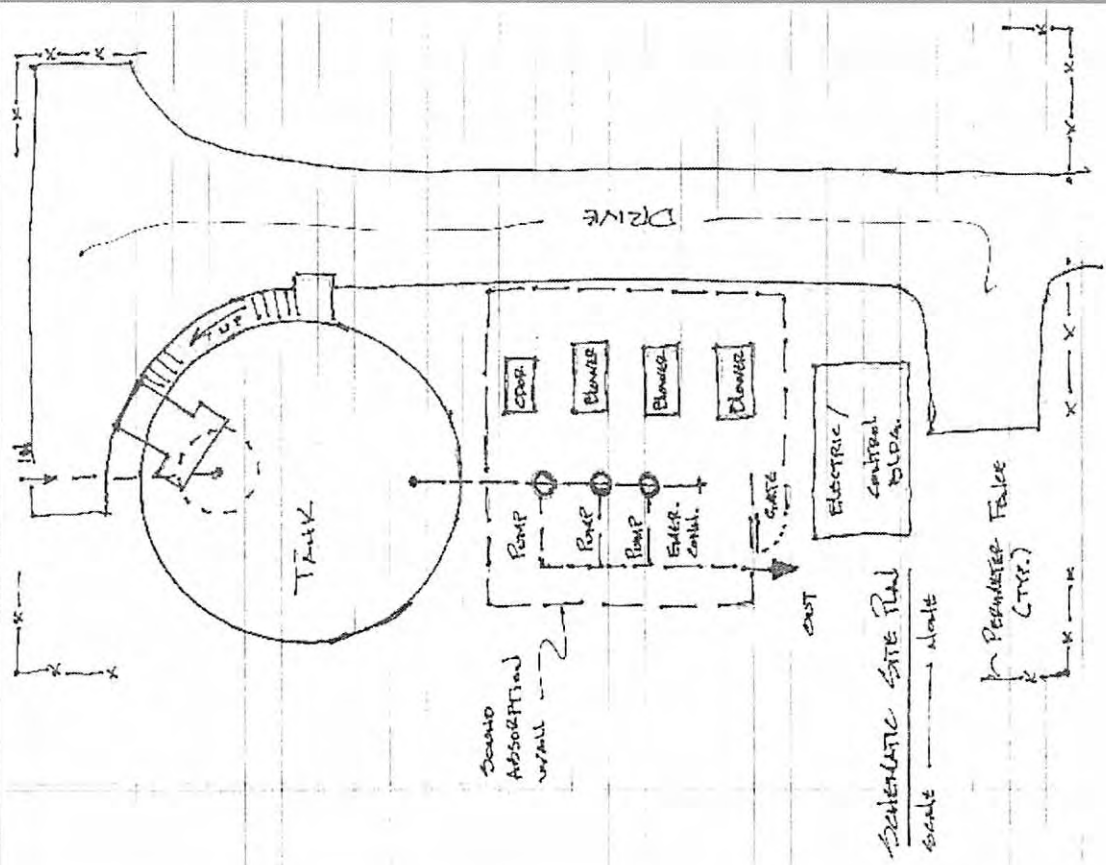
ROHR SITE



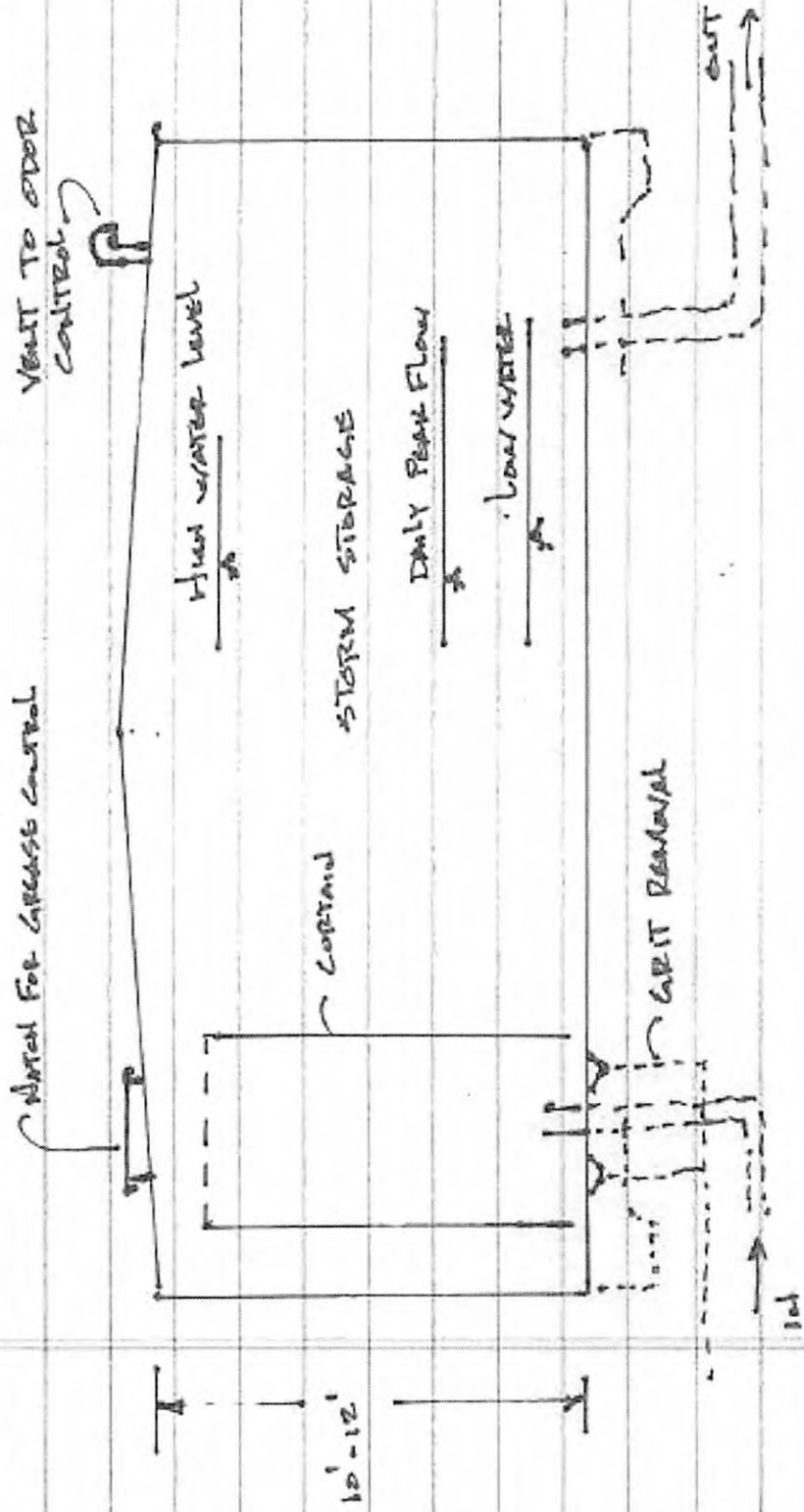
WOODLANDS SITE



SCHEMATIC VESSEL DESIGN

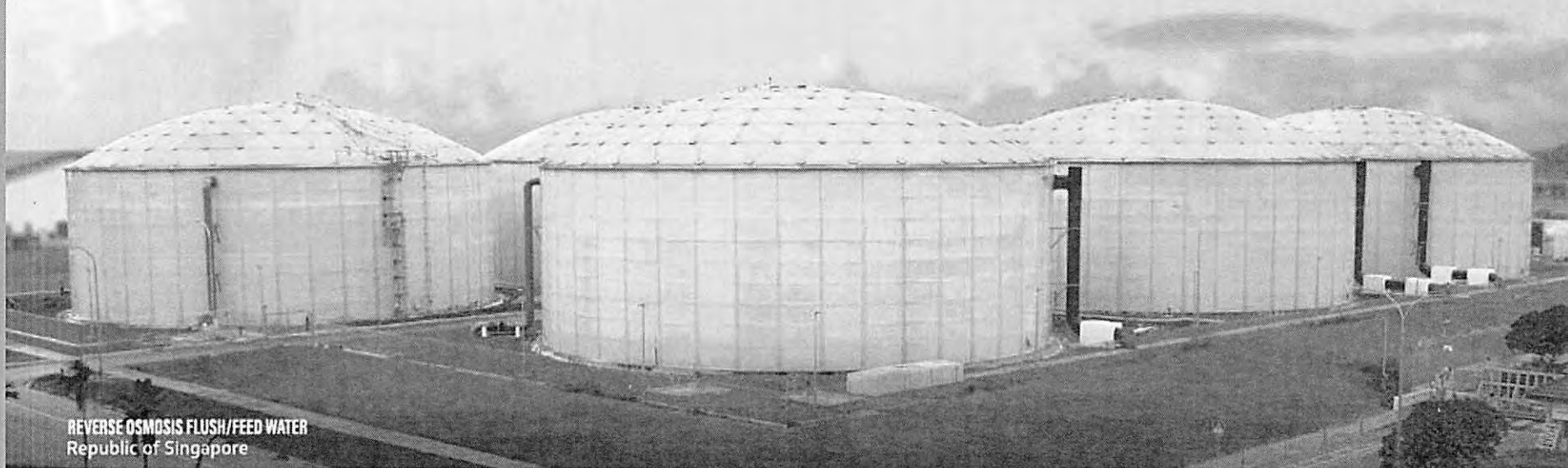


SCHMATIC VESSEL DESIGN

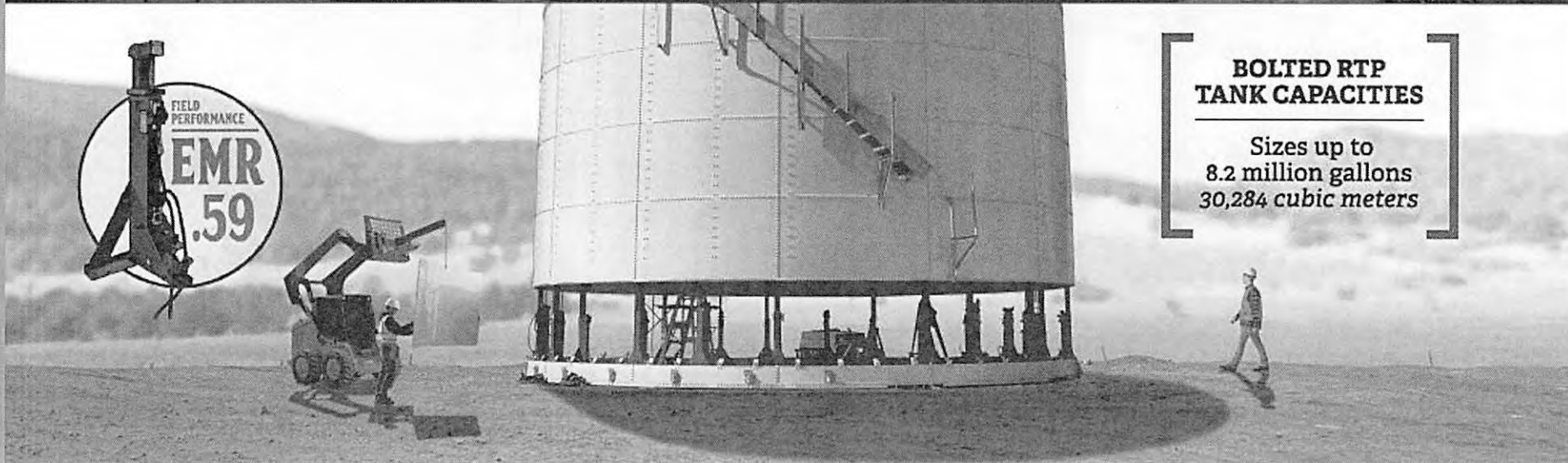


QUALITY & SAFETY DEFINES OUR PERFORMANCE

At Tank Connection, quality and safety are second nature. Tank Connection's field installation utilizes a synchronized jack process, which allows field crews to install tanks at grade level. This process receives the highest industry ratings for quality control and safety in the field.



REVERSE OSMOSIS FLUSH/FEED WATER
Republic of Singapore



BOLTED RTP TANK CAPACITIES

Sizes up to
8.2 million gallons
30,284 cubic meters

**SEVERE WEATHER ATTENUATION TANKS
2019 GOMESA APPLICATION
FOR THE CITY OF FAIRHOPE, ALABAMA**

FORCE MAIN IMPROVEMENTS

<u>UNIT</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
LS	Mobilization	\$ 50,000.00	\$ 50,000.00
LF	10" D.I. CL 250 Force Main Pipe w/ Bends and Fittings	\$ 43.00	\$ 53,750.00
LF	12" D.I. CL 250 Force Main Pipe w/ Bends and Fittings	\$ 53.00	\$ 31,800.00
LF	16" D.I. CL 250 Force Main Pipe w/ Bends and Fittings	\$ 68.00	\$ 34,000.00
EA	2" Combination Air/Vacuum Valve Assembly	\$ 2,000.00	\$ 8,000.00
LS	Erosion Control Measures	\$ 5,000.00	\$ 5,000.00
LS	Cleanup, Grassing & Landscaping	\$ 5,000.00	\$ 5,000.00
SUBTOTAL FOR LIFT STATION AND FORCE MAIN IMPROVEMENTS (ITEMS 1-7)			\$ 187,550.00

TENUATION TANKS

LS	Mobilization/Bonds/Insurance	\$ 50,000.00	\$ 50,000.00
EA	200,000 Gallon Ground Storage Tank	\$ 265,000.00	\$ 265,000.00
LS	Pumps, Yard Piping, including Overflow Piping, Bypass Piping, Fittings, Connections, Drain Line and Headwall	\$ 150,000.00	\$ 150,000.00
LS	Sitework including Site Grading, Tank Foundation, Drainage Ditches, Culverts, rip rap, Paving, Fencing, Retaining Walls, Cleanup and Grassing	\$ 75,000.00	\$ 75,000.00
LS	Electrical - Including Control Panel, Lightning Protection, Tank Lighting, Service Pole, Lighting, Conduits and Wiring, and other related work	\$ 125,000.00	\$ 125,000.00
LS	SCADA	\$ 30,000.00	\$ 30,000.00
LS	Aeration System	\$ 75,000.00	\$ 75,000.00
LS	Odor Control System	\$ 40,000.00	\$ 40,000.00
LS	Erosion Control	\$ 5,000.00	\$ 5,000.00
SUBTOTAL FOR TWIN BEECH ATTENUATION TANK (ITEMS 8-16)			\$ 815,000.00

LS	Mobilization/Bonds/Insurance	\$ 50,000.00	\$ 50,000.00
EA	300,000 Gallon Ground Storage Tank	\$ 450,000.00	\$ 450,000.00
LS	Pumps, Yard Piping, including Overflow Piping, Bypass Piping, Fittings, Connections, Drain Line and Headwall	\$ 150,000.00	\$ 150,000.00
LS	Sitework including Site Grading, Tank Foundation, Drainage Ditches, Culverts, rip rap, Paving, Fencing, Retaining Walls, Cleanup and Grassing	\$ 75,000.00	\$ 75,000.00
LS	Electrical - Including Lightning Protection, Tank Lighting, Service Pole, Lighting, Conduits and Wiring, and other related work	\$ 125,000.00	\$ 125,000.00
LS	SCADA	\$ 30,000.00	\$ 30,000.00
LS	Aeration System	\$ 75,000.00	\$ 75,000.00
LS	Odor Control System	\$ 40,000.00	\$ 40,000.00
LS	Erosion Control	\$ 5,000.00	\$ 5,000.00
SUBTOTAL FOR SOUTH SECTION STREET ATTENUATION TANK (ITEMS 19-27)			\$ 1,000,000.00

TOTAL CONSTRUCTION SUBTOTAL	\$ 2,002,550.00
CONTINGENCY (10%)	\$ 200,255.00
DESIGN ENGINEERING	\$ 160,000.00
CONSTRUCTION ENGINEERING	\$ 75,000.00
GRANT ADMINISTRATION	\$ 75,000.00
SERVICES (MATERIALS TESTING, GEOTECHNICAL ENGINEERING, CONSTRUCTION STAKING, PERMITTING)	\$ 25,000.00

TOTAL PROJECT COST: \$ 2,537,805.00

ESTIMATED PROJECT COST

Director of Operations
Room
4
sm@fairhopeal.gov

City of Fairhope Utilities Department
Fairhope, AL 36532
Fax: 251-990-0197

Quote for a Wastewater Storage Tank in Fairhope, Alabama

Opportunity to provide you with a budgetary quote for the subject project. Based on your
we have calculated the following tank to meet your needs:

12' x 20.67' high tank of 304-stainless steel, with a working capacity of 250,000 gallons at
10 feet, an embedded starter ring, a reinforced concrete foundation and floor of 4,000 psi
rebar, an aluminum dome and the following appurtenances:

Stainless steel side manway
Aluminum dome roof
Aluminum roof vent
Aluminum roof top hatch
Stainless steel, single, 150# flanged nozzles
Stainless steel, single, 150# flanged nozzle
Structures, Inc. Tank Logo
Job site is included
Foundation of the tank is included
Permit of the State of Alabama
Concrete labor and foundation design is included (2,500 psf soil bearing capacity will be
assess as a Geotech Report is provided)
Five-year warranty on the tank and appurtenances, **only manufactured by American**
Compliance with a non-prevailing wage

Quote to deliver and erect the above-described tank and appurtenances, for a total of \$285,385.00.

Quote valid for 30 days from the date of this quote, due to the potential for steel prices

BUDGETARY QUOTE

Put up some budget numbers per your request. See below for the details...

Size: 58.46' Diameter X 14.18' Height 12" free board

Resic Dome Roof with manway and vent - 10' aluminum guardrail

Accessories - 24" shell manway, (3) 6" nozzles, ladder

Carbon Steel Epoxy Coated Option - Tank materials - \$95,783 / Tank Installation - \$30,709

Stainless Steel Option - Tank materials - \$201,993 / Tank Installation - \$30,709

Installation tanks would be estimated 8 to 9 day builds

For more information please just let me know. Again, these are very budget numbers, I look forward to working through this with you.

ESTIMATED BUDGET NUMBER


UNDATED BY OTHERS

Carbon Steel Epoxy Coated = \$124,492

Less Steel = \$232,702

Balance w/ cost = \$108,210

At 60' Diameter 15' height
2,500,000 Gallons



Equitable School Funding Plan

(To Consider Before a 3-mill Overlay Vote)

Benefits

- No Special Election Needed (or the expense of an election)
- Proportionately Fair
- No Additional Cost to Citizens
- Diversified Funding. City options approved by permanent ordinance.
- Almost 70% of the Proposed Funding Requires Council Approval (\$1,350,000) - by Permanent Ordinance
- Does not prevent consideration for a tax overlay after the equitable sources have been put in place first.

MUNICIPALITY	
BAY MINETTE	12.5
DAPHNE	15.0
ELBERTA	5.0
FAIRHOPE	15.0
FOLEY	5.0
GULF SHORES	5.0
LOXLEY	6.0
ROBERTSDALE	5.0
SILVERHILL	10.0
SPANISH FORT	5.0
SUMMERDALE	5.0
ORANGE BEACH	4.0
MAGNOLIA SPRINGS	5.0
PERDIDO BEACH	4.0

Fairhope Voters Pay

The Highest Municipal

Millage Tax

In The County

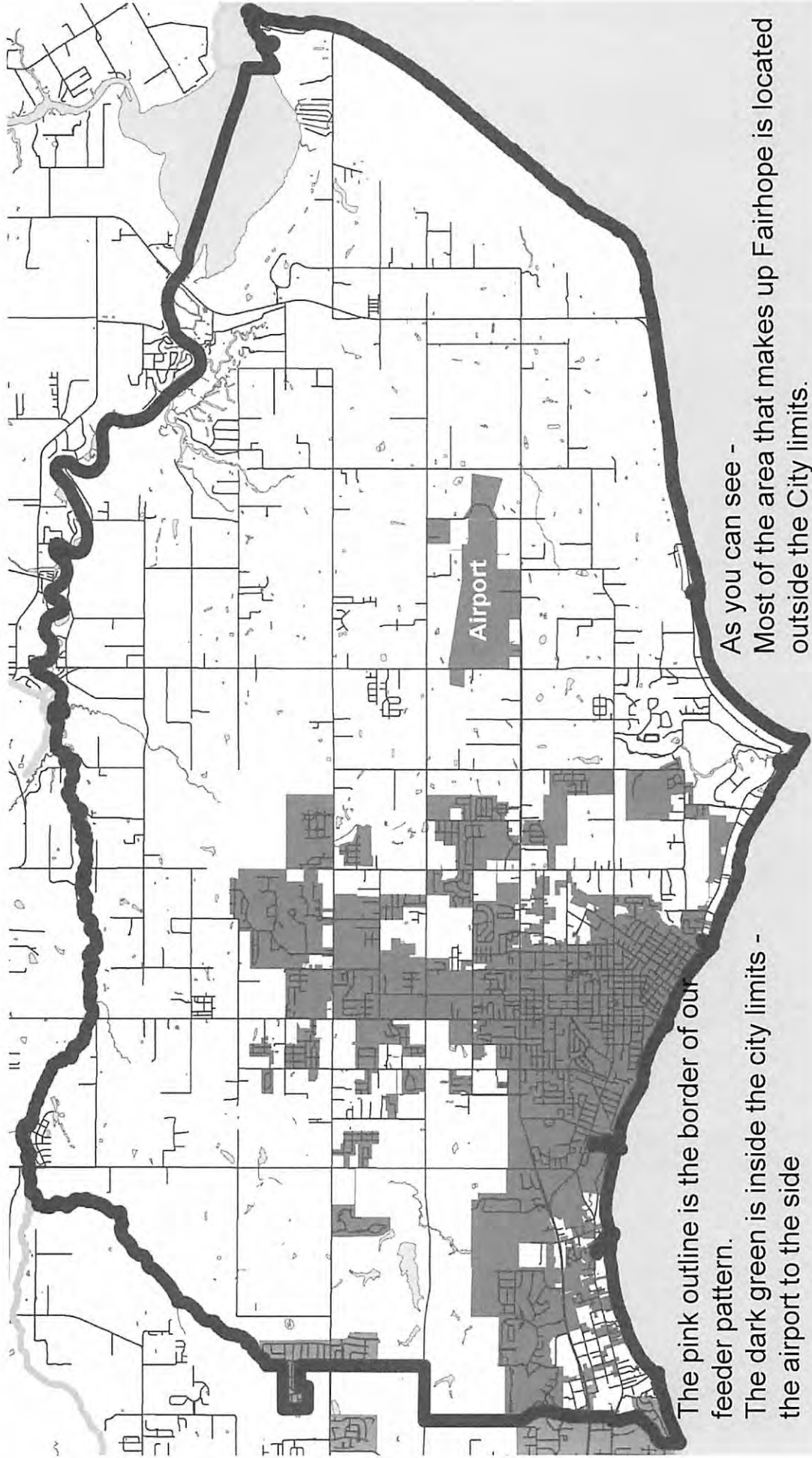
Millage Paid

<u>Inside</u>	
	Millage
State	6.5
County	9.5
BCBE	12
City	15
Total	43

<u>Outside</u>	
	Millage
State	6.5
County	9.5
BCBE	12
City	
Total	28

Fairhope
Voters Pay a
total of
43-mills

County pays
0-mill to the
City for a total
of 28-mills



The pink outline is the border of our feeder pattern.
The dark green is inside the city limits - the airport to the side

As you can see -
Most of the area that makes up Fairhope is located outside the City limits.

Year	Total Enrolled	Outside City	%	Opt Out
2016-17	5,030	2,448	48.7%	36
2015-16	4,885	2,272	46.5%	26
2014-15	4,682	2,193	46.8%	26
2013-14	4,626	2,114	45.7%	32
2012-13	4,518	2,074	45.9%	26
2011-12	4,374	2,036	46.5%	39
2010-11	4,330	1,954	45.1%	23
2009-10	4,295	1,986	46.2%	24

Year	Total Enrolled	Inside City	%	Opt Out
2016-17	5,030	2,582	51.3%	24
2015-16	4,885	2,613	53.5%	25
2014-15	4,682	2,489	53.2%	24
2013-14	4,626	2,512	54.3%	23
2012-13	4,518	2,444	54.1%	23
2011-12	4,374	2,338	53.5%	33
2010-11	4,330	2,376	54.9%	20
2009-10	4,295	2,309	53.8%	14

Students from outside the City Limits is increasing every year while the % of students coming from inside the City limits is decreasing.

Figures from 2016-2017

City Property Tax = 15-Mills = \$4,895,000 (2018)

- City Property Taxes Makes Up Almost 19% of total revenue in the budget which equals \$326,333 per mill in 2018
- *City Paid a Conservative Estimate of \$1.18M in expenses, services and appropriation for our schools in 2018 and projected \$1.32M. ~\$530k of this total is paid for sports - an expense BCBE pays for all other schools.
- Essentially this total equals just over 4-mills. An expense not being shared by all in the feeder pattern.
- How is it fair to ask municipal voters then to pay an additional 3-mills in a proposed overlay when they're already paying the equivalent of 4-mills?

** the total before adding all departments*

City Sales Tax (around 39%)

City Property Tax (almost 19%)

- Almost half of City revenue comes from two funding sources
- 25% of the total sales tax was used to pay City Debt which will be paid in full June 2019
- While we need sales tax income for operating expense without taking profits from our utilities, we can afford to appropriate 10% for school.
- This would be an ordinance permanent in nature. The sales tax ordinance to pay city debt has been in place for 3 terms. The only reason it's been edited recently is because city debt will be paid off in June 2019.

Equitable Funding Opportunities for Fairhope Schools

Use a % of Sales Tax: Propose using just 10% **\$900k/yr.**

City Reimbursement by BCBE: Fairhope pays recreational expense for which BCBE pays for every other school in the county. A very conservative breakdown from 2018. Is **\$530k.**

Use a % of Utility Profits: The only utility paid by most in our feeder pattern is water. Now that the amount of utility profits to pay city services has been reduced from over 50% to around 5%, we can afford to give **\$100k/year** (possibly more) in addition to the 5-year upgrades needed for this one utility.

Impact Fees Inside City Limits

City Impact Fees

The last 3 years the City has collected over \$1M/yr (which includes a 9-month moratorium in 2018). The 1% impact fee is divided among:

	Fire	Police	Parks & Rec	Transp & Streets
Single Family (R-3)	15%	13%	51%	21%

If the County Imposed an Impact Fee

Just for our Schools

The last County Impact fee was done in 2008 and was never imposed. As the fastest growing County in the state and ranked 13th in the nation, now this the time to consider imposing impact fees.

If the county imposed an impact fee just for schools, only the cities and areas affected by rapid growth would be impacted. For many of the cities in the county, there would be no or little impact. For the three municipalities in the county currently imposing an impact fee (Fairhope, Gulf Shores & Orange Beach), we would not only receive an impact fee from outside our city limits, but we could include a % for our schools inside the City limits. Something we could not do before because our impact structure is for the city only and we have county schools.

Conservative Estimates from Each Funding Source

<u>Annual Funding Sources</u>	<u>Estimate</u>	<u>Approval</u>
*BCBE Reimburse City for School Sports	\$530,000	BCBE
County Impose an Impact Fee Schools	\$100,000	County Commission
Use % of Water Utility Profits	\$100,000	City Council - Ordinance
Use 10% of sales tax funds	\$900,000	City Council - Ordinance
Total Equitable Funding for Schools	\$1,630,000	
Continue City Appropriation	\$350,000	City Council - Ordinance
Total Funding for Fairhope Schools	\$1,980,000	

* An expense paid by BCBE for all other schools but the City of Fairhope has always paid.

Benefits

- No Special Election Needed (or the expense of an election)
- Proportionately Fair
- No Additional Cost to Citizens
- Diversified Funding. City options approved by permanent ordinance.
- Almost 70% of the Proposed Funding Requires Council Approval (\$1,350,000) - by Permanent Ordinance
- Does not prevent consideration for a tax overlay after the equitable sources have been put in place first.

Lowering Sales Tax?

The suggestion to consider lowering sales tax now that city debt will be paid off would put us back where we started with robbing utility profits to subsidize government expenses. A percentage of utility profits should be used for economic and community development - not to subsidize the City because we refuse to be fiscally responsible.

- This income is needed to operate the City
- Utility profits must be used for infrastructure upgrades and maintenance.
- Most of sales tax is generated from people outside the city limits.
- The burden to make this shortage up would fall directly on the backs of our constituents.

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, 25 January 2019.

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

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

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

**AN ORDINANCE 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)
- (e) 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 7th day of March, 2019.

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

14 January 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution setting a Public Hearing for the Consideration of the adoption of New Building, Mechanical, Plumbing, Fuel and Gas, Fire and Electric Codes to be held February 25, 2019. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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;

14 January 2019

- (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

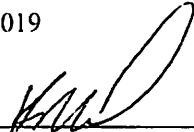
WHEREAS, § 11-45-8(c) of the Alabama Code (1975) requires that, in order to adopt the Proposed Codes by reference, the Fairhope City Council (the "City Council") must hold a public hearing and file copies of the Proposed Codes with the Clerk of the City for review and inspection by the public.

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.

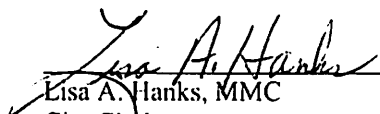
BE IT FURTHER RESOLVED that this resolution be published once a week for two (2) successive weeks, with the second of such publications occurring at least fifteen (15) days prior to the public hearing on February 25, 2019, in the Fairhope Courier.

ADOPTED this 14th day of January, 2019



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Marina Manager is hereby authorized to purchase marina fuel (marine grade gas and diesel), as needed, to sell at Fairhope Docks and to establish the selling price of fuel based on the greater of: 1) the approved formula, or 2) five cents (\$.05) lower than the retail price for fuel of nearest competitive marina in the Mobile Bay area; and hereby repeals and replaces Resolution No. 3079-18 which was adopted on May 29, 2018. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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 7TH DAY OF MARCH, 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 7TH DAY OF MARCH, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



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

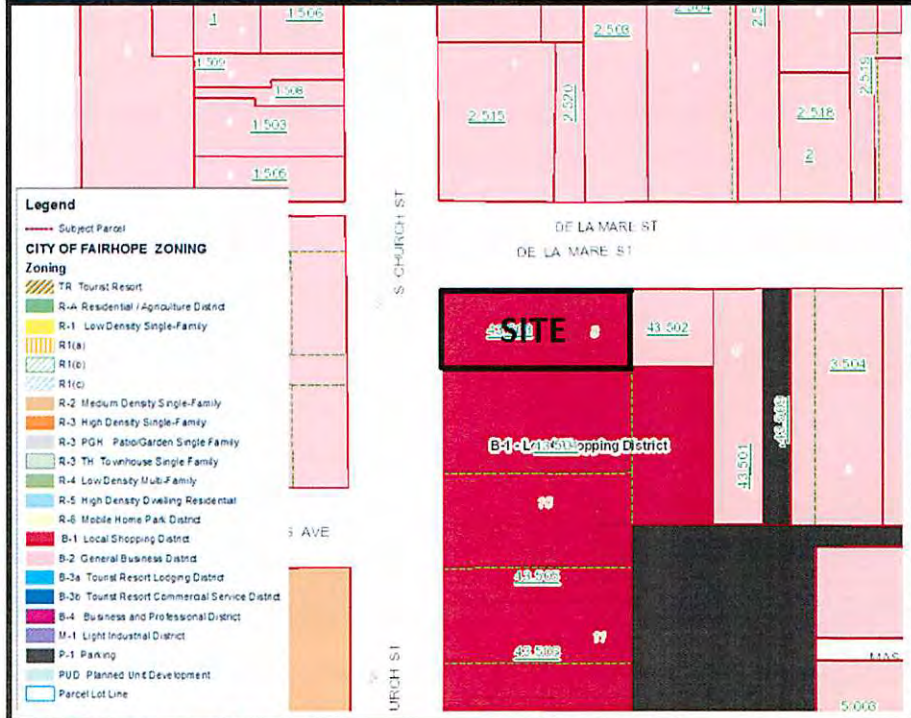
Engineer:
 S.E. Civil Engineering
 Larry Smith P.E.

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 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, east 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



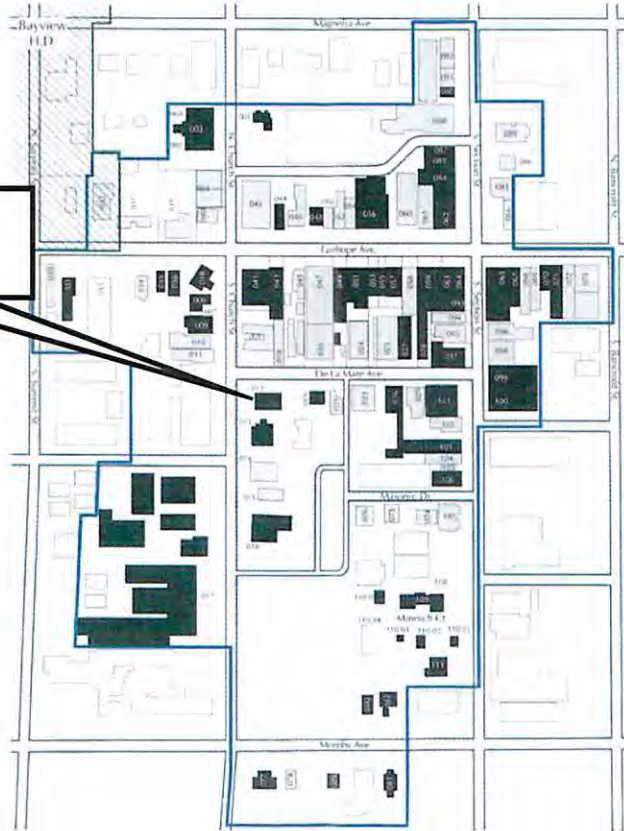
Downtown 012 A (at right: 012 B-E)



 **SCHNEIDER** Historic Preservation, LLC
 411 East 6th Street, Anniston AL 36207 • Phone: (256) 310-6120
 Fax: (256) 323-5651 • 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 600 Street, Anniston, AL 36807 • Phone: (256) 310-8120
 Fax: (256) 323-5631 • e-mail: dhschneider@fairhope.net
 www.fairhopecity.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.

Mortgage Recorded Simultaneously

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/Recd. 9/ 4/2018 9:24 AM
Deed Tax \$ 608.00
TOTAL \$ 627.00
3 Pages

1777682



STATE OF ALABAMA)

COUNTY OF BALDWIN)

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that BAY BREEZE GUEST HOUSE, LLC, a Limited Liability Company, the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by the Grantee herein, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL AND CONVEY the improvements and transfer its leasehold interest in and to the following real property unto JFL HOLDINGS, LLC, hereinafter referred to as Grantee, subject to the provisions hereinafter contained, said property situated in Baldwin County, State of Alabama, described as follows:

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.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Terms and conditions of the 99 year lease from the Fairhope Single Tax Corporation.

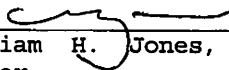
together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, and to its successors and assigns, in leasehold, forever.

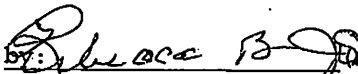
This conveyance is made subject to restrictive covenants and easements applicable to said property of record in the said Probate Court records.

And, except as to the above, and the taxes hereafter falling due, the said Grantor, for itself and for its heirs and assigns, hereby covenant with the Grantee that it is seized of an indefeasible estate in said property, that said property is free and clear of all encumbrances; that the Grantor has a good right to sell and convey the improvements and transfer Grantor's leasehold interest as aforesaid and that Grantor will and Grantor's successors and assigns shall WARRANT AND WILL FOREVER DEFEND the title to said property, unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal this the 27th day of August, 2017.

BAY BREEZE GUEST HOUSE, LLC

by:  (SEAL)
William H. Jones, Jr., its
Member

by:  (SEAL)
Rebecca B. Jones, its Member

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned Notary Public, in and for said State and County, hereby certify that WILLIAM H. JONES, JR. and REBECCA B. JONES, as Members of BAY BREEZE GUEST HOUSE, LLC, the Grantor herein, whose name 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, they, with full power and authority, executed the same voluntarily on the day same bears date.

Given under my hand and seal this 27th day of August, 2018.


NOTARY PUBLIC, STATE AT LARGE

My Commission expires: 7/5/21

Grantors address: _____

Grantees address: 711 High St., Jackson, MS 39201

The within instrument prepared by:
Kopesky & Britt, LLC
P. O. Box 1138
Fairhope, AL 36533

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 7TH DAY OF MARCH, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

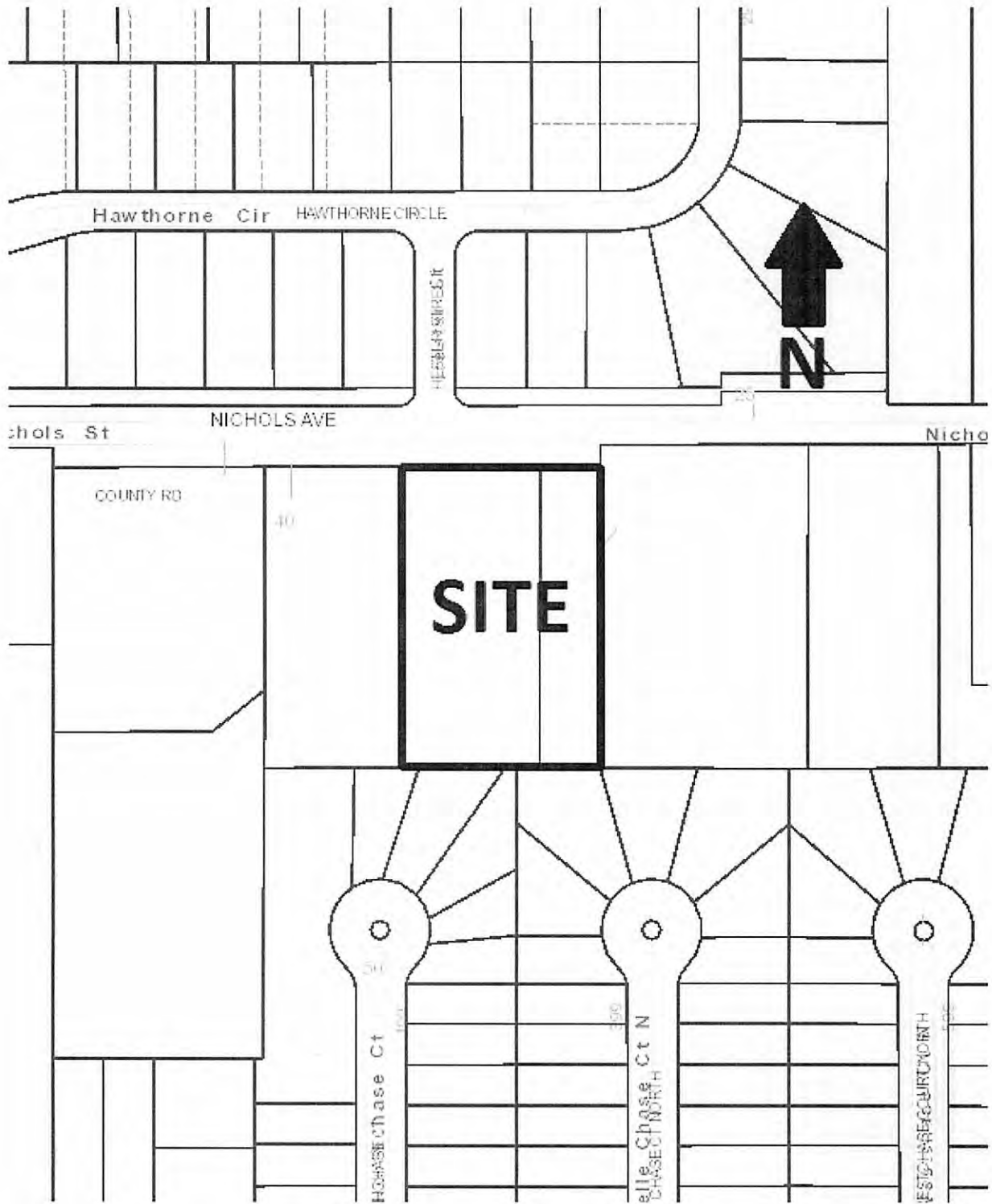


EXHIBIT A



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:

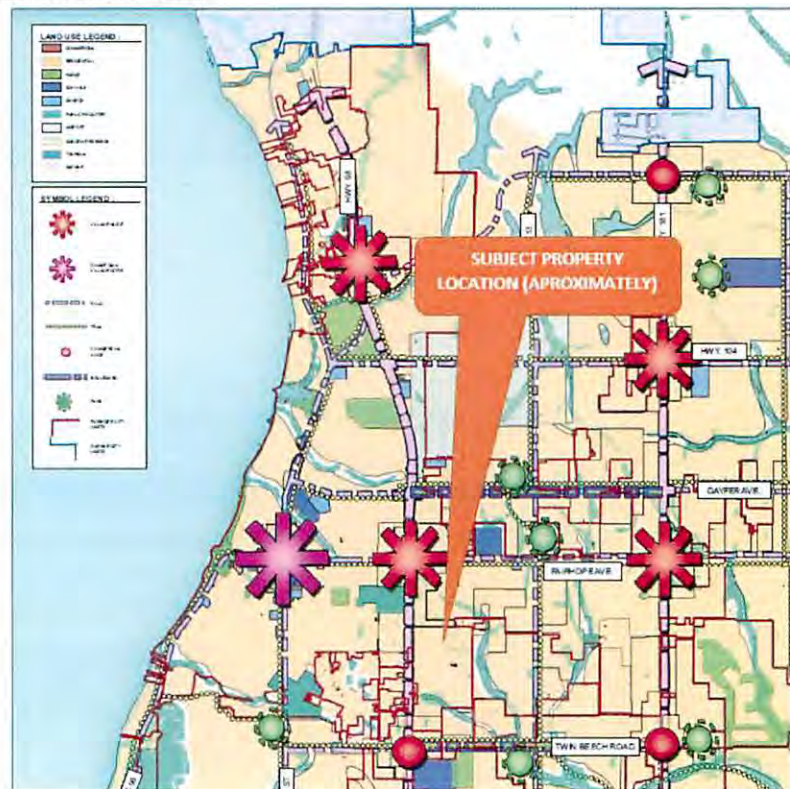
1. Zoning Amendments

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 34502 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, Green 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. Where 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 align 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. _____
FLOOD DAMAGE PREVENTION ORDINANCE
CITY OF FAIRHOPE, ALABAMA

**NOTE TO REVIEWER: AREAS IN RED HAVE BEEN ADDED BY FAIRHOPE
FLOODPLAIN ADMINISTRATOR AND ANY MISSING INFORMATION
(ORDINANCE NUMBERS, PROPER COURTS OF APPEAL, ETC) WILL BE
FILLED OUT PRIOR TO SUBMITTAL TO THE CITY COUNCIL FOR ADOPTION
AFTER CONSULTATION WITH CITY CLERK TO VERIFY FAIRHOPE CITY
CODE REQUIREMENTS**

ARTICLE 1

Statutory Authorization, Findings of Fact, Purpose And Objectives

SECTION A STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 45, Sections 1-11, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council, of City of Fairhope, Alabama, does ordain as follows:

SECTION B FINDINGS OF FACT

- (1) The flood hazard areas of City of Fairhope, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- (3) control filling, grading, dredging and other development which may increase flood damage or erosion;
- (4) prevent or regulate the construction of flood barriers which will unnaturally divert flood waters, or which may increase flood hazards to other lands; and
- (5) control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D OBJECTIVES

The objectives of this ordinance are:

- (1) to protect human life and health;
- (2) to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas,
- (4) to minimize expenditure of public money for costly flood control projects;
- (5) to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) to minimize prolonged business interruptions, and
- (7) to ensure that potential home buyers are notified that property is in a flood area.

ARTICLE 2
GENERAL PROVISIONS

SECTION A LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of City of Fairhope, Alabama.

SECTION B BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its **Flood Insurance Study (FIS)**, dated **April 19, 2019**, with accompanying maps and other supporting data **and any revision thereto**, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation, the current effective FIS and data for **Baldwin County** are hereby adopted by reference. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in the FIS.

When Preliminary Flood Insurance Studies and Flood Insurance Rate Maps have been provided by FEMA to the City of Fairhope:

- (1) *Prior to the issuance of a Letter of Final Determination (LFD) by FEMA, the use of the preliminary flood hazard data shall only be required where no base flood elevations and/or floodway areas exist or where the preliminary base flood elevations or floodway area exceed the base flood elevations and/or floodway widths in the effective flood hazard data provided by FEMA. Such preliminary data may be subject to revision through valid appeals.*
- (2) *Upon the issuance of a Letter of Final Determination (LFD) by FEMA, the revised flood hazard data shall be used and replace all previously effective flood hazard data provided by FEMA for the purposes of administering these regulations.*

Where adopted regulatory standards conflict, the more stringent base flood elevation shall prevail. Preliminary FIS data may be subject to change by a valid appeal.

SECTION C: ESTABLISHMENT OF A FLOODPLAIN DEVELOPMENT PERMIT

A Development Permit shall be required in conformance with the provisions of this ordinance PRIOR to the commencement of any development activities in identified areas of special flood hazard and **known flood hazard areas** within the City of Fairhope.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the City Council, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of City of Fairhope or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

- (1) Notice of Violation. If the City of Fairhope determines that an applicant or other responsible person has failed to comply with the terms and conditions of a permit, or the provisions of this ordinance, it shall issue a written notice of violation, by certified return receipt mail, to such applicant or other responsible person. Where the person is engaged in activity covered by this ordinance without having first secured a permit, the notice shall be served on the owner or the responsible person in charge of the activity being conducted on the site. The notice of violation shall contain:
 - (a) The name and address of the owner or the applicant or the responsible person;
 - (b) The address or other description of the site upon which the violation is occurring;
 - (c) A statement specifying the nature of the violation;
 - (d) A description of the remedial measures necessary to bring the action or inaction into compliance with the permit or this ordinance and the date for the completion of such remedial action;
 - (e) A statement of the penalty or penalties that may be assessed against the person to whom the notice of violation is directed, and;
 - (f) A statement that the determination of violation may be appealed to the City of Fairhope by filing a written notice of appeal within thirty days after the notice of violation (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient).

- (2) Additional Enforcement Actions. If the remedial measures described in the Notice of Violation have not been completed by the date set forth for such completion in the Notice of Violation, any one or more of the following enforcement actions may be enacted against the person to whom the Notice of Violation was directed. Before taking any of the following actions or imposing any of the following penalties, the City of Fairhope shall first notify the applicant or other responsible person in writing of its intended action. The City of Fairhope shall provide reasonable opportunity, of not less than ten days (except, that in the event the violation constitutes an immediate danger to public health or public safety, 24-hour notice shall be sufficient) to cure such violation.

In the event the applicant or other responsible person fails to cure such violation after such notice and cure period, the City of Fairhope may take or impose any one or more of the following enforcement actions or penalties:

- (a) Stop Work Order: *The City of Fairhope may issue a stop work order, which shall be served on the applicant or other responsible person. The stop work order shall remain in effect -until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be withdrawn or modified to enable the applicant or other responsible person to take the necessary remedial measures to cure such violation or violations.*
- (b) Termination of water service and/or withhold or revoke Certificate of Occupancy: *The City of Fairhope may terminate utilities and/or refuse to issue and/or revoke a certificate of occupancy for the building or other improvements and/or repairs conducted or being conducted on the site until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein.*
- (c) Suspension, revocation, or modifications of permit: *The City of Fairhope may suspend, revoke, or modify the permit authorizing the development project. A suspended, revoked, or modified permit may be reinstated after the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein, provided such permit may be reinstated (upon such conditions as the City of Fairhope may deem necessary) to enable the applicant or other responsible person to take the necessary remedial measures to cure such violations.*
- (d) Civil penalties: *Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 6 months, or both, and in addition, shall pay all costs and expenses involved in the case: Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Fairhope from taking such other lawful actions as is necessary to prevent or remedy any violation.*
- (e) Section 1316 Declaration: *Section 1316 of the National Flood Insurance Act authorizes FEMA to deny flood insurance to a property declared by the State, County, or Municipal government to be in violation of the local floodplain management ordinance. A Section 1316 declaration shall be used when all other legal means to remedy a violation have been exhausted and the structure is noncompliant. Once invoked, the property's flood insurance coverage will be terminated and no new or renewal policy can be issued; no flood insurance claim can be paid on any policy on the property, and disaster assistance will be denied.*

The declaration must be in writing (letter or citation), from the City of Fairhope to the property owner and the applicable FEMA Regional Office, and must contain the following items:

- i. *The name(s) of the property owner(s) and address or legal description of the property sufficient to confirm its identity and location;*
- ii. *A clear and unequivocal declaration that the property is in violation of a cited State or local law, regulation or ordinance;*
- iii. *A clear statement that the public body making the declaration has authority to do so and a citation to that authority;*
- iv. *Evidence that the property owner has been provided notice of the violation and the prospective denial of insurance; and*

- v. *A clear statement that the declaration is being submitted pursuant to section 1316 of the National Flood Insurance Act of 1968, as amended.*

If a structure that has received a Section 1316 declaration is made compliant with the City of Fairhope's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the City of Fairhope and flood insurance eligibility restored.

- (3) Administrative appeal; judicial review. Any person receiving a Notice of Violation may appeal the determination of the City of Fairhope, including but not limited to the issuance of a stop work order, the assessment of an administratively-imposed monetary penalty, the suspension, revocation, modification, or grant with condition of a permit by the City of Fairhope upon finding that the holder is in violation of permit conditions, or that the holder is in violation of any applicable ordinance or any of the City of Fairhope's rules and regulations, or the issuance of a notice of bond forfeiture. The Notice of Appeal must be in writing and must be received within ten days from the date of the Notice of Violation. A hearing on the appeal shall take place within thirty days, *or the earliest date allowed following proper legal notification in compliance with Alabama law*, from the date of receipt of the Notice of Appeal by the Floodplain Administrator.
- (4) All appeals shall be heard and decided by the City of Fairhope's designated Appeal Board, which shall be the City of Fairhope Building Code Board of Appeals, or their designees. The Appeal Board shall have the power to affirm, modify, or reject the original penalty, including the right to increase or decrease the amount of any monetary penalty and the right to add or delete remedial actions required for correction of the violation and compliance with the City of Fairhope's flood damage prevention ordinance, and any other applicable local, state, or federal requirements. The decision of the Appeal Board shall be final.
- (5) A judicial review can be requested by any person aggrieved by a decision or order of the City of Fairhope, after exhausting his/her administrative remedies. They shall have the right to appeal de novo to the **PROPER APPEALS COURT TO BE LISTED AFTER CONSULTATION WITH CITY ATTORNEY.**

SECTION I. SAVINGS CLAUSE

If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be noncompliant with 44 Code of Federal Regulation 59-78, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION J. REPEALER

Ordinance No. 668, Ordinance No. 786, and Ordinance No. 1368 of the City of Fairhope, Alabama are hereby repealed. This Repealer shall not, however, effect, terminate, or preclude any rights, duties, requirements or terms which arose or existed while said Ordinance was in effect, all of which are specifically preserved.

ARTICLE 3 **ADMINISTRATION**

SECTION A DESIGNATION OF FLOODPLAIN ADMINISTRATOR

The Building Official is hereby appointed as the Floodplain Administrator responsible for administration and implementation of the provisions of this ordinance.

SECTION B PERMIT PROCEDURES

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by the City of Fairhope **PRIOR** to any development activities, and may include, but not be limited to, the following: Plans in duplicate drawn to scale showing the elevations of

the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following procedures and information are required for all projects in the Special Flood Hazard Areas within the jurisdiction of City of Fairhope:

(1) Application Stage

Surveys are to include:

- (a) The Base Flood Elevation (BFE) where provided as set forth in Article 2, Section B; Article 4, Section C; or Article 5, Section D;
- (b) Boundary of the Special Flood Hazard Area and floodway(s) as delineated on the FIRM or other flood map as determined in Article 2, Section B;
- (c) Flood zone designation of the proposed development area as determined on the FIRM or other flood map as determined in Article 2, Section B;
- (d) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (e) Elevation in relation to mean sea level to which any non-residential structure will be flood proofed;

Construction documents are to include:

- (f) ~~At the time of permit application, a FEMA elevation certificate (FEMA Form 81-31), which depicts all required construction elevations, is required to be submitted to the Floodplain Administrator.~~
- (g) Design certification from a registered professional engineer ~~or architect~~ that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and E(2);
- (h) Design certification from a registered professional engineer or architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section G.
- (i) A Foundation Plan ~~from a registered professional engineer~~, drawn to scale, that shall include details of the proposed foundation system to ensure all provisions of this ordinance are met. These details include, but are not limited to, the proposed method of elevation (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation on columns/posts/piers/piles/shear walls) and description of any flood openings required in accordance with Article 4, Sections B(1), B(3), D(7), and E(1) when solid foundation perimeter walls are used.
- (j) Usage details of any enclosed areas below the lowest floor shall be described.
- (k) Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
- (l) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development including current and proposed locations of the watercourse. An engineering report shall be provided on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream. The affected properties shall be depicted on a map or on the plot plan.
- (m) Certification of the plot plan by a licensed professional engineer or surveyor in the State of Alabama is required.

(2) Construction Stage

For all new construction and substantial improvements, the permit holder shall provide to the Floodplain Administrator an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or floodproofing certificate immediately after the lowest floor or flood proofing is completed.

- (a) When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.
- (b) **Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.**
- (c) The Floodplain Administrator **or designated representative** shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- (d) The Floodplain Administrator shall make **periodic inspections** of projects during construction throughout the Special Flood Hazard Areas within the jurisdiction of the City of Fairhope to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. Members of his or her inspections/engineering department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- (e) The Floodplain Administrator **or designated representative** may **revoke and require the return of the floodplain development permit** by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- (f) *In any lot or lots/areas that will be or have been removed from the special flood hazard area utilizing a Letter of Map Revision Based on Fill (LOMR-F), the top of fill level must meet the City of Fairhope's freeboard elevation at that location. If the top of fill level is below the freeboard elevation, all new structures, additions to existing buildings or substantial improvement must meet the required City of Fairhope freeboard elevation.*

(3) Finished Construction

Upon completion of construction, a FEMA elevation certificate (FEMA Form81-31), which depicts all finished construction elevations, is required to be submitted to the Floodplain Administrator prior to issuance of a Certificate of Occupancy.

- (a) If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.
- (b) If the structure is located in a V-Zone, a V-Zone Certificate is required. The applicant shall use the City of Fairhope's certificate (if available) or develop one that includes the information in the certificate from FEMA's Home Builder's Guide to Coastal Construction Technical Fact Sheet No. 1.5 (2010). The certificate shall provide the following minimum design and construction requirements for the V-Zone:
 - i A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction.
 - ii A registered professional engineer or architect shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the following criteria:
 - The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the Base Flood Elevation (BFE); and
 - The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building

components. Use ASCE 7-10, Minimum Design Loads for Buildings and Other Structures, for guidance.

- iii The space below the lowest floor must be free of obstructions (e.g., building element, equipment, or other fixed objects that can transfer flood loads to the foundation, or that can cause floodwaters or waves to be deflected into the building), or must be constructed with non-supporting breakaway walls, open lattice, or insect screening.
- (c) The Floodplain Administrator shall review the certificate(s) data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Occupancy issuance.
- (d) In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Occupancy.
- (e) Documentation regarding completion and compliance with the requirements stated in the permit application and with Article 3, Section B(1) of this ordinance shall be provided to the local Floodplain Administrator at the completion of construction or records shall be maintained throughout the Construction Stage by inspectors for the Floodplain Administrator. Failure to provide the required documentation shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- (f) All records that pertain to the administration of this ordinance shall be maintained and made available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.

SECTION C DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Floodplain Administrator or their designated representative shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied; and assure that development sites are reasonably safe from flooding.
- (2) Review copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits permanently with floodplain development permit file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3, Section B.
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and E(2).
- (6) When flood proofing is utilized for a structure, the Floodplain Administrator shall obtain certification of design criteria from a registered professional engineer or architect in accordance with Article 3, Section B(1)(c) and Article 4, Section B(2) or E(2).

- (7) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Emergency Management Agency (FEMA), and the Alabama Department of Economic and City of Fairhope Affairs/Office of Water Resources/NFIP State Coordinator's Office.
- (8) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA and State to ensure accuracy of City of Fairhope flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
- (9) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (10) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Floodplain Administrator and shall be open for public inspection.
- (11) *In addition, the Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.*

(a) Right of Entry

- i. *Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.*
- ii. *If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.*
- iii. *If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.*
- iv. *When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.*

(b) Stop Work Orders

- i. *Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease.*
- ii. *Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.*

(c) *Revocation of Permits*

- i. *The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.*
- ii. *The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.*

ARTICLE 4

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required **unless further defined or prohibited in the provisions of this ordinance:**

- (1) Require copies of all necessary permits from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Maintain such permits be on file.
- (2) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (3) New construction and substantial improvements of existing structures shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction and substantial improvements of existing structures shall be constructed by methods and practices that minimize flood damage:
 - (a) All subdivision proposals shall be consistent with the need to minimize flood damage;
 - (b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
 - (c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. Further information and technical guidance are available in **FEMA Technical Bulletin 348- Protecting Building Utility Systems From Flood Damage (February 2017).**
- (6) All construction materials used below the base flood elevation shall be unfinished and/or constructed of flood damage resistant materials. Further information and technical guidance are provided in **FEMA Technical Bulletin 2- Flood Damage Resistant Material Requirements (August 2008).**
- (7) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (8) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

- (9) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (10) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (11) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.
- (12) Proposed new construction and substantial improvements that are partially located in an area of special flood hazard shall have the entire structure meet the standards for new construction.
- (13) Proposed new construction and substantial improvements that are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations shall have the entire structure meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

SECTION B SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as A1-30, AE, AH, A (with engineered or estimated base flood elevation), the following provisions are required:

- (1) Residential and Non-residential Structures - Where base flood elevation data is available, new construction and substantial improvement of any structure or manufactured home **shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation.** Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3).
- (2) Non-Residential Structures - New construction and substantial improvement of any non-residential structure located in A1-30, AE, or AH zones, **may be floodproofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).

Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

- (3) Enclosures for Elevated Buildings - All new construction and substantial improvements of existing structures that include **ANY fully enclosed area** below the base flood elevation, located below the lowest floor formed by the foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of flood waters.
 - (a) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings **on opposing walls** having a total net area of not less than one square inch for every square foot of

- enclosed area subject to flooding (if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls);
- (ii) The bottom of all openings shall be no higher than one foot above grade; and
 - (iii) Openings may be equipped with screens, louvers, valves and other coverings and devices provided they permit the automatic flow of floodwater in both directions.
- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area.
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms. All interior walls, ceilings and floors below the base flood elevation shall be unfinished and/or constructed of flood **damage** resistant materials.
 - (d) Mechanical, electrical or plumbing devices shall not be installed below the Base Flood Elevation. The interior portion of such enclosed area(s) shall be void of utilities except for essential lighting and power as required.
 - (e) *Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements for enclosures below the base flood elevation. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.*
 - (f) *Property owners shall agree, certify, and declare to the following conditions and restrictions placed on the affected property as a condition for granting a permit. It shall obligate the Owner to the following terms and conditions:*
 - (i) *That the enclosed area(s) shall remain fully compliant with all parts of the section Enclosures for Elevated Buildings of this Ordinance unless otherwise modified to be fully compliant with the applicable sections of the Flood Damage Prevention Ordinance in effect at the time of conversion.*
 - (ii) *The City of Fairhope may take any appropriate legal action to correct any violation pertaining to the Agreement and the subject Permit.*
- (4) Standards for Manufactured Homes and Recreational Vehicles - Where base flood elevation data are available:
- (a) All manufactured homes placed and substantially improved on:
 - (i) individual lots or parcels,
 - (ii) in new or substantially improved manufactured home parks or subdivisions,
 - (iii) in expansions to existing manufactured home parks or subdivisions, or
 - (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
 - (b) Manufactured homes placed and substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
 - (i) the lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
 - (ii) where no Base Flood Elevation exists, the manufactured home chassis and supporting equipment is supported by reinforced piers or other foundation elements of at least equivalent strength and is

- elevated to maximum of 60 inches (five feet) above grade **and must also meet the standards of Article 4, Section D(5).**
- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.
 - (d) All recreational vehicles placed on sites must either:
 - (i) be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions; or
 - (ii) the recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Article 4, Section B, provisions (3)(a) and (3)(c).
- (5) Require, until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the City of Fairhope FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than **one foot** at any point within the City of Fairhope.
- (6) Accessory Structures (also referred to as appurtenant structures) – This provision generally applies to new and substantially improved accessory structures. When an accessory structure complies with all other provisions of this ordinance (including floodway encroachment), and meets the requirements outlined below, these structures may be wet-floodproofed and do not have to be elevated or dry floodproofed.

Accessory structures include, but are not limited to, residential structures such as detached garages, storage sheds for garden tools or woodworking, gazebos, picnic pavilions, boathouses, small pole barns, and similar buildings. The following provisions apply to accessory structures built below the base flood elevation:

- (a) Accessory buildings in special flood hazard areas designated VE or V-Zone or "Coastal AE" **must meet the applicable construction standards listed in Article 4, Section B and/or ARTICLE 4, Section G of this ordinance.**
- (b) A permit shall be required prior to construction or installation.
- (c) Use must be restricted to parking of personal vehicles or limited storage (low-cost items that cannot be conveniently stored in the principal structure).
- (d) Must be designed with an unfinished interior and constructed with flood damage-resistant materials below the BFE.
- (e) Must be adequately anchored to prevent flotation, collapse, or lateral movement.
- (f) Must have adequate flood openings as described in Article 4, Section A (5) and be designed to otherwise have low flood damage potential.
- (g) Shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters.
- (h) **Swimming pools and associated buildings must be constructed in accordance with information provided in FEMA Technical Bulletin 5- Free of Obstruction Requirements (August 2008).**
- (i) Any mechanical and other utility equipment in the structure must be elevated to or above the BFE or must be floodproofed.
- (j) Under limited circumstances communities may issue variances to permit construction of wet-floodproofed accessory structures. Communities should not grant variances to entire subdivisions for accessory structures, especially detached garages. Variances should only be reviewed and issued on an individual or case-by-case basis and be based on the unique characteristics of the site.

SECTION C FLOODWAYS

Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (1) The City of Fairhope shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood, without increasing the water surface elevation of that flood more than one foot at any point;
- (2) Encroachments are prohibited, including fill, new construction, substantial improvements or other development within the adopted regulatory floodway. **Specific limited** development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof;
- (3) The City of Fairhope may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the City of Fairhope first applies for a conditional letter of map revision (CLOMR) and floodway revision, fulfills the requirements for such revisions as established under the provisions of § 65.12, and receives the approval of FEMA;
- (4) **ONLY** if Article 4, Section C, provisions (1) through (3) are satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.
- (5) **Occupiable structures are prohibited within the adopted regulatory floodway.**
- (6) *As long as no fill, structures (including additions), or other impediments to flow are added, permissible uses within the floodway may include: lawns, gardens, athletic fields, play areas, picnic grounds, and hiking/biking/horseback riding trails, general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge*

**SECTION D BUILDING STANDARDS FOR STREAMS WITHOUT
ESTABLISHED BASE FLOOD ELEVATIONS
(APPROXIMATE A-ZONES)**

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (Approximate A-Zones), the following provisions apply:

- (1) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser.
- (2) When base flood elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. **ONLY** if data are not available from these sources, then Article 4, Section D, provisions (5) and (6) shall apply:

- (3) *No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.*
- (4) All development in Zone A must meet the requirements of Article 4, Section A and Section B(1) through B(4).
- (5) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor (for the lowest enclosed area, including basement) elevated no less than three (3) feet above the highest adjacent grade.
- (6) In the absence of a base flood elevation, a manufactured home must also meet the elevation requirements of Article 4, Section B(4)(b)(ii) in that the structure must be elevated to a maximum of 60 inches (5 feet).
- (7) Openings sufficient to facilitate automatic equalization of flood water hydrostatic forces on exterior walls shall be provided in accordance with standards of Article 4, Section B(3)(a). The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.
- (8) *Fill within the area of special flood hazard shall result in no net loss of natural floodplain storage. The volume of loss of floodwater storage due to filling in the special flood hazard area shall be offset by providing an equal volume of flood storage by excavation or other compensatory measures at or adjacent to the development site. Any excavation or other measures taken for compensatory storage shall be properly designed to provide protection against erosion or overgrowth of vegetation in order to preserve the storage volume. Proper maintenance measures shall also be undertaken to ensure the intended storage volume remains in perpetuity.*

SECTION E STANDARDS FOR AREAS OF SHALLOW FLOODING
(AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3') above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified on the Flood Insurance Rate Map (FIRM) plus one foot of freeboard. **If no depth number is specified, the lowest floor, including basement, shall be elevated at least three (3) feet above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section B(3), "**Enclosures for Elevated Buildings**".

The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction and the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified flood level in Article 4, Section E(1) or three (3) feet (if no depth number is specified), above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Article 3, Section B(1)(c) and (2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION F STANDARDS FOR SUBDIVISIONS

- (1) *All subdivision proposals shall be consistent with the need to minimize flood damage.*
- (2) *All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.*
- (3) *All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and:*
- (4) *Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than fifty lots or five acres; whichever is the lesser.*
- (5) *All proposed subdivisions ~~and other development proposals which involve disturbing more than four acres designated by City of Fairhope~~ square feet of land shall include a stormwater management plan which is designed to limit peak runoff from the site to predevelopment levels for the one, ten, and 100-year rainfall event. These plans shall be designed to limit adverse impacts to downstream channels and floodplains. Single residential lots involving less than one acre of land disturbance are not subject to this regulation.*
- (6) *All preliminary plans for platted subdivisions shall identify the flood hazard area and the elevation of the base flood.*
- (7) *All final subdivision plats will provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevations.*
- (8) *In platted subdivisions, all proposed lots or parcels that will be future building sites shall have a minimum buildable area outside the natural (non-filled) 1% chance annual floodplain. The buildable area shall be, at a minimum, large enough to accommodate any primary structure and associated structures such as sheds, barns, swimming pools, detached garages, on-site sewage disposal systems, and water supply wells, where applicable.*
- (9) *Subdivisions proposed in areas with unmapped streams or known to be prone to flooding must be provided with Finished Floor Elevations (FfEs) that are based on hydraulic analysis or engineering studies that provide information on anticipated flood elevations.*

SECTION G. COASTAL HIGH HAZARD AREAS (V-ZONES)

Located within the areas of special flood hazard established in Article 2, Section B, are areas designated as Coastal High Hazard areas (V-Zones). These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply, in addition to the standards of Article 4:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that:
 - (a) The bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than one foot above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction.

- (b) Open lattice work, breakaway walls, or decorative screening may be permitted for aesthetic purposes only and built in accordance with Article 4, Section G(5) below.
 - (c) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the State Building Code.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.
 - (4) A registered professional engineer ~~or architect~~ shall certify that the design, specifications and plans for construction are in full compliance with the provisions contained in Article 4, Section G(2), (3), and (4) herein.
 - (5) For all new construction and substantial improvements in VE Zones, the space below the lowest horizontal-supporting member must remain free of obstruction. As an alternative, the space may be constructed with non-supporting breakaway walls, open wood or vinyl latticework, or insect screening which must be designed to break away or collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. The following design specifications are required:
 - (a) No solid walls shall be allowed, and;
 - (b) Material shall consist of lattice or mesh screening only.
 - (c) If aesthetic lattice work, breakaway walls, or screening is utilized, any enclosed space shall not be used for human habitation but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
 - (d) For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:
 - (i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood, and;
 - (ii) The effects of wind and water loads acting simultaneously on all building components (structural and nonstructural) must be taken into account. Water loading values used shall be those associated with the base flood. Wind loading values used shall be those requirements by state or local building codes.
 - (6) Enclosures below elevated buildings shall be useable solely for storage, parking of vehicles, or building access. Such space will not be used for human habitation and not finished or partitioned into separate rooms.
 - (7) ~~All construction materials used below the base flood elevation shall be unfinished and/or constructed of flood damage resistant materials.~~
 - (8) Prior to construction, plans for any structure using lattice, breakaway walls, or decorative screening must be submitted to the Floodplain Administrator for approval.
 - (9) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, breakaway walls, or decorative screening, as provided in this Section.

- (10) *In Coastal AE Zones, property owners shall be required to execute an elevation certificate with an affidavit acknowledging that all openings in breakaway walls will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 4, Section B(3).*
- (11) *Property owners shall be required to execute a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the City of Fairhope will have the right to inspect the enclosed area as described in Article 4, Section B(3)(f).*
- (12) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in VE Zones. The Floodplain Administrator shall maintain a record of all such information.
- (13) The Floodplain Administrator shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
- (a) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - (c) Slope of fill will not cause wave run-up or ramping.
 - (d) *Site hardscape such as, but not limited to, landscape walls, blocks, or terracing is prohibited.*
- (14) Under the buildings or structures, no fill may be used except for minor site grading for drainage purposes. Nonstructural fill may be used on coastal building sites for minor landscaping and site grading for drainage purposes to the extent that the fill does not interfere with the free passage of floodwaters and debris underneath the building or cause changes in flow direction during coastal storms. Changes to site grades, other than those prescribed, must be avoided as they can cause additional damage to buildings on the site or to adjacent buildings.
- Fill placed in VE zones should be similar (compatible) to the natural soils in the area and not contain large rocks or debris, organic materials, or clay. Minor site grading is to be limited to one foot of coastal zone compatible soils and may be used only for minimum required lot grading for landscaping including, but not limited to, sod, planting of flora, etc.*
- (15) Prohibit man-made alteration of sand dunes or mangrove stands which would increase potential flood damage.
- (16) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article 4, Section B(4) are met.
- (17) Permit recreational vehicles in VE Zones if they meet all of the requirements of Article 4, Section B(4)(d).
- (18) *Swimming pools must be constructed in accordance with information provided in FEMA Technical Bulletin 5- Free of Obstruction Requirements (August 2008).*

SECTION H. CRITICAL FACILITIES

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent annual chance floodplain).

- (1) *The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section.*

ARTICLE 5
VARIANCE PROCEDURES

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD

The **Building Code Board of Appeals** as established by the **City Council** of **City of Fairhope** shall hear and decide requests for appeals or variance from the requirements of this ordinance.

SECTION B. DUTIES OF BOARD

The Board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the **Building Code Board of Appeals** may appeal such decision to the **{Appropriate Court}**, as provided in **{State statute}** **(WILL BE COMPLETED AFTER CONSULTING WITH CITY CLERK AND CITY ATTORNEY FOR PROPER COURT AND STATE STATUTE).**

SECTION C. VARIANCE PROCEDURES

In reviewing requests for variance, the **Building Code Board of Appeals** shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, the development is protected by methods that minimize flood damage during the base flood, and it creates no additional threats to public safety.
- (2) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (3) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners.
- (4) Variances should never be granted for multiple lots, phases of subdivisions, or entire subdivisions.
- (5) The danger of life and property due to flooding or erosion damage including materials that may be swept onto other lands to the injury of others.
- (6) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the City of Fairhope.
- (7) The safety of access to the property during flood conditions for daily traffic and emergency vehicles.
- (8) The importance of the services provided by the proposed facility to the City of Fairhope.
- (9) The necessity of the facility to be at a waterfront location, where applicable.
- (10) The compatibility of the proposed use with existing and anticipated development based on the City of Fairhope's comprehensive plan for that area.
- (11) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.

- (12) The costs associated with providing governmental services to the development during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and City of Fairhope infrastructure such as streets, bridges, and culverts.

Upon consideration of factors listed above, and the purpose of this ordinance, the **Building Code Board of Appeals** may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION D. VARIANCES FOR HISTORIC STRUCTURES

Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.

SECTION E. CONDITIONS FOR VARIANCES

The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

- (1) A variance may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the procedures of Sections E(3), E(4), F(1) and F(2) of this Article.
- (2) In the instance of a Historic Structure, a determination is required that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
- (3) A variance shall be issued ONLY when there is:
 - (a) A finding of good and sufficient cause;
 - (b) A determination that failure to grant the variance would result in exceptional hardship; and
 - (c) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (4) A variance shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Variances shall not be issued "after the fact."

SECTION F. VARIANCE NOTIFICATION AND RECORDS

- (1) Any applicant to whom a variance is granted shall be given written notice over the signature of a City of Fairhope official that specifies the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the issuance of such a variance could:
 - a. result in rate increases in the hundreds and possibly thousands of dollars annually depending on structure and site-specific conditions; and
 - b. increase the risk to life and property resulting from construction below the base flood level.
- (2) The Floodplain Administrator shall maintain a record of all variance actions and appeal actions, including justification for their issuance. Report any variances to the Federal Emergency Management Agency Region 4 and the Alabama Department of Economic and City of Fairhope Affairs/Office of Water Resources upon request.

- (3) A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the City of Fairhope City Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

ARTICLE 6

DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

A Zone means the Area of Special Flood Hazard without base flood elevations determined.

Accessory Structure (also referred to as appurtenant structures) means a structure which is located on the same parcel of property as a principal structure to be insured and the use of which is incidental to the use of the principal structure. They should be designed to have minimal flood damage potential. The areas of accessory structures located at or below the BFE are to be used solely for parking (two-car detached garages or smaller), building access, or limited storage (small, low cost storage sheds). They are included under the general definition of structure and are consequently subject to all floodplain management regulations pertaining to structures.

Addition (to an existing building) means any improvement that increases the square footage of a structure. These include lateral additions added to the front, side, or rear of a structure, vertical additions added on top of a structure, and enclosures added underneath a structure, excluding porches and attendant stairs required for building access. NFIP regulations for new construction apply to any addition that is considered a perimeter expansion or enclosure beneath a structure. If it is considered to be a substantial improvement (more than 50% of market value) to a structure, the existing structure will also need to be treated as new construction.

AE Zone means the Area of Special Flood Hazard with base flood elevations determined.

AH Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually shallow ponding), with base flood elevations shown.

AO Zone means an area of one percent chance of shallow flooding where depths are between one to three feet (usually sheet flow on sloping terrain), with depth numbers shown.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

AR/AE, AR/AH, AR/AO, and AR/A Zones means a flood zone that results from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone means that part of the special flood hazard area inundated by the one percent annual chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on a City of Fairhope's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard (also see "Special flood hazard area") means the land in the floodplain within a City of Fairhope subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local City of Fairhope and referenced in Article 2, Section B.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also referred to as the “one percent chance flood”).

Base flood elevation means the computed elevation to which floodwater is anticipated to rise during the base flood. It is also the elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year. Base Flood Elevations are shown in the FIS and on the Flood Insurance Rate Map (FIRM) for zones AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1– A30, AR/AH, AR/AO, V1–V30 and VE.

Basement means any portion of a building having its floor sub grade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone (coastal) construction.

Building (also see **Structure**) means (1) A structure with 2 or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; or (2) a manufactured home (a “manufactured home,” also known as a mobile home, is a structure built on a permanent chassis, transported to its site in 1 or more sections, and affixed to a permanent foundation); or (3) a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the City of Fairhope’s floodplain management and building ordinances or laws.

Coastal AE Zone means the portion of the Special Flood Hazard Area (SFHA) to be landward of a Velocity (VE) Zone or landward of an open coast or back-bay area without mapped V-Zones, in which the principal sources of flooding are astronomical tides, storm surges, seiches or tsunamis; not riverine sources. All City of Fairhope-identified or designated portions of the Special Flood Hazard Area (SFHA) between the landward limit of moderate wave action (the LiMWA or 1.5-foot breaking wave) and the landward limit of the V Zone boundary shall be regulated as VE Zones.

Coastal Barrier Resources Act means the Coastal Barrier Resources Act of 1982 which prohibits the use of federal development assistance, including federal flood insurance, on property included in the System. While the act does not prevent property in coastal barriers from being developed, it helps to slow or discourage development by prohibiting the use of federal funds, including insurance and loans, from being used to build new property or replace or repair damaged property.

Coastal high hazard area means an area of special flood hazard, extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

City of Fairhope means a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Critical facility (aka. critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone means an area in which the flood hazard is undetermined.

Dam means any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches above the base flood elevation (more is recommended). Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the **Coastal High Hazard Area**.

Elevated building means a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, pilings, posts, columns, piers, or shear walls.

Elevation Certificate means a FEMA form used as a certified statement that verifies a building's elevation information.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means any structure for which the "start of construction" commenced before **March 9, 1981** or before January 1, 1975, for FIRMs effective before that date. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before **March 9, 1981**.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides which are proximately caused by flooding as described in part "b." of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- d. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in part "a." of this definition.

***Flood Hazard Boundary Map (FHBM)** means an official map of a City of Fairhope, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.*

Flood Insurance Rate Map (FIRM) means an official map of a City of Fairhope, on which the Federal Emergency Management Agency has delineated the areas of special flood hazard and/or risk premium zones applicable to the City of Fairhope.

Flood Insurance Study/ Flood Elevation Study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by water from any source.

***Floodplain management** means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.*

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and nonstructural additions, changes or adjustments to structures, which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitation facilities or structures with their contents.

Floodway (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

***Floodway fringe** means that area of the special flood hazard area on either side of the regulatory floodway.*

***Flood Damage Resistant Material** means materials any building product [material, component or system] capable of withstanding direct and prolonged contact with floodwaters without sustaining significant damage. Further definition and technical guidance is provided in [FEMA Technical Bulletin 2- Flood Damage Resistant Material Requirements \(August 2008\)](#)*

***Flood Protection Elevation** means the base flood elevation plus the City of Fairhope freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.*

Freeboard means a factor of safety usually expressed in feet above the Base Flood Elevation (BFE) for purposes of floodplain management which tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Used to determine the level for a building's lowest floor elevation or level of floodproofing required to be in compliance with the City of Fairhope's floodplain management regulations.

Functionally dependent facility means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facility that are necessary for the loading and unloading of cargo or passengers, and shipbuilding, and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Building Code Board of Appeals requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic Structure means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 - i. By an approved state program as determined by the Secretary of the Interior, or
 - ii. Directly by the Secretary of the Interior in states without approved programs.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies. LOMC's are broken down into the following categories:

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee System means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest adjacent grade means the point of the ground level immediately next to a building. This may be the sidewalk, patio, deck support, or basement entryway immediately next to the structure after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Limit of Moderate Wave Action (LiMWA) means the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this ordinance.

Manufactured home means a building, transportable in one or more section, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the property value (as agreed between a willing buyer and seller), excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means the average height of the sea for all stages of the tide. It is used as a reference for the base flood elevations shown on a City of Fairhope's Flood Insurance Rate Map (FIRM). For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum.

National Flood Insurance Program (NFIP) means the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means ANY structure (see definition) for which the "start of construction" commenced after March 9, 1981 and includes any subsequent improvements (including additions) to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 9, 1981.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

***One Percent Flood** (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.*

***Participating Community** is any Community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.*

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or on or after the effective date of the initial FIRM of the City of Fairhope, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred on or before December 31, 1974, or before the effective date of the initial FIRM of the City of Fairhope, whichever is later.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

***Probation** means an action taken by FEMA to formally notify participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.*

Public safety and nuisance means anything which is injurious to the safety or health of an entire City of Fairhope or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Primary frontal dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

Recreational vehicle means a vehicle which is:

- a. Licensed and titled as a recreational vehicle or park model;
- b. Built on a single chassis;
- c. 400 square feet or less when measured at the largest horizontal projection;
- d. Has no attached deck, porch, or shed;
- e. Has quick-disconnect sewage, water, and electrical connectors;
- f. Designed to be self-propelled or permanently towable by a light duty truck; and
- g. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

***Regular Program** means the second phase of the City of Fairhope's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a flood risk study for the City of Fairhope.*

Regulatory floodway see **Floodway**.

Remedy a violation means to bring the structure or other development into compliance with State or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Repetitive Loss Property means any insurable structure for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A repetitive loss property may or may not be currently insured by the NFIP.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Section 1316 means no new flood insurance policy or federal disaster assistance shall be provided for any property which the Administrator finds has been declared by a duly constituted State or local zoning authority or other authorized public body, to be in violation of State or local laws, regulations or ordinances which are intended to discourage or otherwise restrict land development or occupancy in floodprone areas. If the structure is made compliant with the applicable City of Fairhope's floodplain management ordinance, then the Section 1316 declaration can be rescinded by the City of Fairhope and flood insurance and disaster assistance eligibility restored.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

- a. *Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or*
- b. *Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.*

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)) means the date the development or building permit was issued (includes substantial improvement), provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation.

“Permanent construction” does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements). For a

substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means a walled and roofed building, including a liquid or gas storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

Substantial improvement. *means any combination of reconstruction, alteration, or improvement to a building, taking place during a 10-year period, in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the initial improvement. Any subsequent improvement project costs shall be added to the initial costs for the initial improvement project. At the end of a 10-year period from the initial improvement project, an updated valuation for the structure can be used for the next time period.* This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.

For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or;
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension *means the removal, with or without probation, of a participating City of Fairhope from the NFIP because the City of Fairhope failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.*

VE Zone see Coastal High Hazard Area.

Variance means a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

Violation means the failure of a structure or other development to be fully compliant with the City of Fairhope's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) §44, Sec. 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

***Wet floodproofing** means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.*

***X Zones (shaded)** are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile, and areas protected by certified levees from the base flood.*

***X Zones (unshaded)** are areas determined to be outside the 0.2 percent chance floodplain.*

***Zone** means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.*

ARTICLE 7 **SEVERABILITY**

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

Approved and adopted on the 7th day of March, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1368

FLOOD DAMAGE PREVENTION ORDINANCE

AN ORDINANCE REPEALING ORDINANCE NUMBER 1165 AS ADOPTED BY THE FAIRHOPE CITY COUNCIL ON MARCH 13, 2003.

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND OBJECTIVES

SECTION A. STATUTORY AUTHORIZATION

The Legislature of the State of Alabama has in Title 11, Chapter 19, Sections 1-24, Chapter 52, Sections 1-84, and Title 41, Chapter 9, Section 166 of the Code of Alabama, 1975, authorized local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of City of Fairhope, Alabama, does ordain as follows:

SECTION B. FINDINGS OF FACT

- (1) The flood hazard areas of the jurisdiction of the City of Fairhope, Alabama are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood relief and protection, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas of uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) **require** that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) **restrict or prohibit** uses which are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion
- (3) **control** filling, grading, dredging and other development which may increase flood damage or erosion, and;
- (4) **prevent or regulate** the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands;
- (5) **control** the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters.

SECTION D. OBJECTIVES

The objectives of this ordinance are:

- (1) **to protect human life and health;**
- (2) **to minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;**
- (3) **to help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;**
- (4) **to minimize expenditure of public money for costly flood control projects;**
- (5) **to minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;**
- (6) **to minimize prolonged business interruptions, and;**
- (7) **to insure that potential home buyers are notified that property is in a flood area.**

SECTION E. REPEAL OF ORDINANCE 1165

Ordinance Number 1165 of the City is hereby repealed and replaced in its entirety with this Ordinance.

ARTICLE 2. GENERAL PROVISIONS

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES

This ordinance shall apply to all Areas of Special Flood Hazard within the jurisdiction of the City of Fairhope, Alabama.

SECTION B. BASIS FOR AREA OF SPECIAL FLOOD HAZARD

The Areas of Special Flood Hazard identified by the Federal Emergency Management Agency in its Flood Insurance Study (FIS), dated July 17, 2007, with accompanying maps and other supporting data and any revision thereto, are adopted by reference and declared a part of this ordinance. For those land areas acquired by a municipality through annexation or areas within the municipal police jurisdiction, the current effective FIS and data for the affected areas of Baldwin County, Alabama are hereby adopted by reference.

Areas of Special Flood Hazard within the City of Fairhope jurisdiction may also include those areas known to have flooded historically or defined through standard engineering analysis by governmental agencies or private parties but not yet incorporated in a FIS.

SECTION C. ESTABLISHMENT OF DEVELOPMENT PERMIT

Application for a Development Permit shall be made to the Building Official on forms furnished by the community PRIOR to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

SECTION D. COMPLIANCE

No structure or land shall hereafter be located, extended, converted or altered without **full compliance** with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing ordinance, easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION

In the interpretation and application of this ordinance all provisions shall be: (1) considered as minimum requirements; (2) liberally construed in favor of the governing body, and; (3) deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur; flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the Areas of Special Flood Hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City of Fairhope or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION H. PENALTIES FOR VIOLATION

Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 30 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Fairhope from taking such other lawful actions as is necessary to prevent or remedy any violation.

ARTICLE 3. ADMINISTRATION

SECTION A. DESIGNATION OF ORDINANCE ADMINISTRATOR

The Building Official is hereby appointed to administer and implement the provisions of this ordinance.

SECTION B. PERMIT PROCEDURES

Application for Development Permit shall be made to the Building Official on forms furnished by the community PRIOR to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, fill placement, storage of materials or equipment, and drainage facilities.

Specifically, the following information is required:

(1) **Application Stage** -

- (a) Elevation in relation to mean sea level (or highest adjacent grade) of the regulatory lowest floor level, including basement, of all proposed structures;
- (b) Elevation in relation to mean sea level to which any non-residential structure will be flood-proofed;
- (c) Design certification from an Alabama licensed Professional Engineer or Architect that any proposed non-residential flood-proofed structure will meet the flood-proofing criteria of Article 4, Sections B(2) and D(2);
- (d) Design certification from an Alabama registered Professional Engineer or Architect that any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Article 4, Section E(5);
- (e) Description of the extent to which any watercourse will be altered or relocated as a result of a proposed development, and;

(2) **Construction Stage** -

For all new construction and substantial improvements, the permit holder shall provide to the Building Official an as-built certification of the regulatory floor elevation or flood-proofing level using appropriate FEMA elevation or flood proofing certificate immediately after the lowest floor or flood proofing is completed. Where a structure is subject to the provisions applicable to Coastal High Hazard Areas, after placement of the lowest horizontal structural members, any regulatory floor certification made relative to mean sea level shall be prepared by or under the direct supervision of an Alabama registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for non-residential structures, said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same.

Any work undertaken prior to submission of these certifications shall be at the permit holder's risk.

The Building Official shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.

SECTION C. DUTIES AND RESPONSIBILITIES OF THE ADMINISTRATOR

Duties of the Building Official shall include, but shall not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied and the site is reasonably safe from flood;
- (2) Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
- (3) When Base Flood Elevation data or floodway data have not been provided in accordance with Article 2, Section B then the Building Official shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State or other source in order to administer the provisions of Article 4.
- (4) Verify and record the actual elevation in relation to mean sea level (or highest adjacent grade) of the regulatory floor level, including basement, of all new construction or substantially improved structures in accordance with Article 3 (B)(2).
- (5) Verify and record the actual elevation, in relation to mean sea level to which any new or substantially improved structures have been flood-proofed, in accordance with Article 4, Sections B(2) and D(2).
- (6) When flood proofing is utilized for a structure, the Building Official shall obtain certification of design criteria from an Alabama registered professional engineer or architect in accordance with Article 3(B)(1)(c) and Article 4(B)(2) or (D)(2).
- (7) Obtain design certification from an Alabama registered professional engineer or architect that any new construction or substantial improvement placed in a **Coastal High Hazard Area** will meet the criteria of Article 4, Section E(5);
- (8) Notify adjacent communities and the Alabama Department of Natural Resources prior to any alteration or relocation of a watercourse and submit evidence of such notification to Federal Emergency Management Agency (FEMA), Alabama Department of Economics and Community Affairs (ADECA) and the Office of Water Resources (OWR).
- (9) For any altered or relocated watercourse, submit engineering data/analysis within six (6) months to FEMA, ADECA & OWR to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.

- (10) Where interpretation is needed as to the exact location of boundaries of the Areas of Special Flood Hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Building Official shall make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance.
- (11) All records pertaining to the provisions of this ordinance shall be maintained in the office of the Building Official and shall be open for public inspection.

ARTICLE 4. PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

In ALL Areas of Special Flood Hazard the following provisions are required:

- (1) **New construction and substantial improvements** of existing structures shall be anchored to prevent flotation, collapse and lateral movement of the structure;
- (2) **New construction and substantial improvements** of existing structures shall be constructed with materials and utility equipment resistant to flood damage;
- (3) **New construction and substantial improvements** of existing structures shall be constructed by methods and practices that minimize flood damage;
- (4) **Elevated Buildings** - All New construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. **(NOT APPLICABLE IN COASTAL HIGH HAZARD AREAS)**
 - (a) Designs for complying with this requirement must either be certified by an Alabama licensed professional engineer or registered architect or meet the following minimum criteria:
 - (i) Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - (ii) The bottom of all openings shall be no higher than one foot above grade; and,
 - (iii) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.

- (b) So as not to violate the "Lowest Floor" criteria of this ordinance, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area; and
 - (c) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms unless they meet the criteria set forth in Article 4, Section E(6)(A).
- (5) All heating and air conditioning equipment and components, all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding. The protection of these systems will be in substantial compliance with FEMA 348 "Protection of Utilities from Flood Damage". In the event that such procedures cause or may cause an unsafe condition during non-flooding events or cause conflict with life safety provisions of any related Code, reasonable measures to prevent such instances will be allowed at the discretion of the Building Official.
 - (6) Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
 - (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
 - (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
 - (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding, and;
 - (10) Any alteration, repair, reconstruction or improvement to a structure which is not compliant with the provisions of this ordinance, shall be undertaken only if the non-conformity is not furthered, extended or replaced.

SECTION B. SPECIFIC STANDARDS

In ALL Areas of Special Flood Hazard designated as AE, AH, A (with estimated BFE), the following provisions are required:

- (1) **New construction and substantial improvements** - Where base flood elevation data are available, new construction or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than one foot above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings".

- (2) **Non-Residential Construction** - New construction or the substantial improvement of any non-residential structure located in A, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to one (1) foot above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. An Alabama registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Article 3, Section C(6).
- (3) **Standards for Manufactured Homes and Recreational Vehicles** - Where base flood elevation data are available:
- (a) All manufactured homes placed or substantially improved on: (i) individual lots or parcels, (ii) in new or substantially improved manufactured home parks or subdivisions, (iii) in expansions to existing manufactured home parks or subdivisions, or (iv) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement elevated no lower than one foot above the base flood elevation.
- (b) Manufactured homes placed or substantially improved in an existing manufactured home park or subdivision may be elevated so that either:
- (i) The lowest floor of the manufactured home is elevated no lower than one foot above the level of the base flood elevation, or
- (ii) The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
- (c) All Manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. (Refer to Article 4, Section A above). **Manufactured homes will not be allowed in Coastal High Hazard Areas (V-Zones).**
- (d) All recreational vehicles placed on sites must either:
- (i) Be on the site for fewer than 180 consecutive days, fully licensed and ready for highway use if it is licensed, on it's wheels or jacking system, attached to the site only by quick disconnect type utilities

and security devices, and has no permanently attached structures or additions; or

- (ii) The recreational vehicle must meet all the requirements for "New Construction", including the anchoring and elevation requirements of Article 4 Section B (3)(a)(c), above. **Recreational vehicles will not be allowed in Coastal High Hazard Areas (V-Zones).**

- (4) **Floodway** - Located within Areas of Special Flood Hazard established in Article 2, Section B, are areas designated as floodway. A floodway may be an extremely hazardous area due to velocity flood waters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- (a) **Encroachments are prohibited**, including fill, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment **shall not result in any increase** in flood levels or floodway widths during a base flood discharge. An Alabama registered professional engineer must provide supporting technical data and certification thereof.
- (b) Require until a regulatory floodway is designated, that no new construction, substantial improvements, or other development (including fill) shall be permitted with Zones A and AE on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City.
- (c) ONLY if Article 4 (B)(4)(a) above is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Article 4.

SECTION C. BUILDING STANDARDS FOR STREAMS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS AND/OR FLOODWAY (A-ZONES)

Located within the Areas of Special Flood Hazard established in Article 2, Section B, where streams exist but no base flood data have been provided (A-Zones), OR where base flood data have been provided but a Floodway has not been delineated, the following provisions apply:

- (1) When base flood elevation data or floodway data have not been provided in accordance with Article 2(B), then the Building Official shall obtain, review, and reasonably utilize any scientific or historic Base Flood Elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Article 4. ONLY if data are not available from these sources, then the following provisions (2&3) shall apply:
- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by an Alabama registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than three (3) feet above the highest adjacent grade at the building site. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4) "Elevated Buildings".

The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

SECTION D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONES)

Areas of Special Flood Hazard established in Article 2, Section B, may include designated "AO" shallow flooding areas. These areas have base flood depths of one to three feet (1'-3") above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM) above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, **shall be elevated at least three feet (3) above the highest adjacent grade.** Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Article 4, Section A(4), "Elevated Buildings".

The Building Official shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a non-residential structure may be flood-proofed in lieu of elevation. **The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus two (2) feet, above highest adjacent grade,** with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. An Alabama registered professional engineer or registered architect shall certify that the design and methods of

construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Articles 3(B)(1)(c) and (3)(B)(2).

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

SECTION E. COASTAL HIGH HAZARD AREAS (V-ZONES)

Located within the areas of special flood hazard established in Article 2, Section B, are areas designated as Coastal High Hazard areas (V-Zones). These areas have special flood hazards associated with wave action and storm surge, therefore, the following provisions shall apply:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of the mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than **one foot above the base flood elevation level**. All space below the lowest supporting member shall remain free of obstruction. Open lattice work, decorative screening, or breakaway walls may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Article 4, Section E(6) below.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls; and
- (4) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on ALL building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the adopted edition of the Standard Building Code or International Building Code.
- (5) An Alabama registered professional engineer shall certify that the design, specifications and plans for construction are in full compliance with the provisions contained in Article 4, Section E(2)(3)(4) herein.
- (6) All space below the lowest horizontal-supporting member must remain free of obstruction. Open lattice work, decorative screening or breakaway walls may be permitted and must be designed to wash away in the event of abnormal wave action without causing structural damage to the supporting foundation or elevated portion of the structure. The following design specifications are allowed:

- (a) Solid walls shall be constructed in substantial compliance with the provisions of FEMA Technical Bulletin 9-99 "Design and Construction Guidance for Breakaway Walls Below Elevated Coastal Buildings", and;
 - (b) Other approved materials shall consist of lattice or mesh screening only.
 - (c) Any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage used in connection with the premises.
- (7) Prior to construction, plans for any of the above enclosure provisions must be submitted to the Building Official for approval; breakaway wall designs must be designed and signed by an Alabama licensed professional engineer.
- (8) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with lattice-work, decorative screening, or breakaway walls as provided in this Section.
- (9) There shall be no fill material used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The Building Official shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
 - (a) Particle composition of fill material does not have a tendency for excessive natural compaction;
 - (b) Volume and distribution of fill will not cause wave deflection to adjacent properties; and
 - (c) Slope of fill will not cause wave run-up or ramping.
- (10) There shall be no alteration of sand dunes or mangrove stands which would increase potential flood damage;
- (11) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring and elevation standards of Article 4, Section E are met.
- (12) Critical or child care facilities, as defined within this ordinance, shall be prohibited in the Special Flood Hazard Area.

SECTION F. STANDARDS FOR SUBDIVISIONS

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage so long as it does not conflict with safety or access provisions or requirements of related Model Codes as determined by the Building Official;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for subdivision proposals and all other proposed development, including manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is less.

ARTICLE 5. VARIANCE PROCEDURES

- (A) The Board of Adjustments and Appeals as established by the City of Fairhope, Alabama shall hear and decide requests for appeals or variance from the requirements of this ordinance.
- (B) The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Building Official in the enforcement or administration of this ordinance.
- (C) Any person aggrieved by the decision of the Board of Adjustments and Appeals may appeal such decision to the Baldwin County Circuit Court, as provided in Code of Alabama 1975 (Section 11-52-80).
- (D) Variances may be issued for the repair or rehabilitation of Historic Structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a Historic Structure and the variance is the minimum to preserve the historic character and design of the structure.
- (E) Variances may be issued for development necessary for the conduct of a functionally dependent use, provided the criteria of this Article are met, no reasonable alternative exists, and the development is protected by methods that minimize flood damage during the base flood and create no additional threats to public safety.
- (F) Variances shall not be issued within any designated floodway if ANY increase in flood levels during the base flood discharge would result.
- (G) In reviewing such requests, the Board of Adjustments and Appeals shall consider all technical evaluations, relevant factors, and all standards specified in this and other sections of this ordinance.

(H) **Conditions for Variances:**

- (1) A variance shall be issued **ONLY** when there is:
 - (i) a finding of good and sufficient cause,
 - (ii) a determination that failure to grant the variance would result in exceptional hardship, and;
 - (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (2) The provisions of this Ordinance are minimum standards for flood loss reduction, therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief; and, in the instance of an Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building.
 - (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation of the proposed lowest floor and stating that the cost of flood insurance will be commensurate with the increased risk to life and property resulting from the reduced lowest floor elevation.
 - (4) The Building Official shall maintain the records of all appeal actions and report any variances to the Federal and State Emergency Management Agencies upon request.
- (I) Upon consideration of the factors listed above and the purposes of this ordinance, the Board of Adjustments and Appeals may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

ARTICLE 6. DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

"Addition (to an existing building)" means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition which is connected by a fire wall or is separated by an independent perimeter load-bearing wall shall be considered "New Construction".

"Appeal" means a request for a review of the Building Official's interpretation of any provision of this ordinance.

"Area of shallow flooding" means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

"Area of special flood hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by the local community and referenced in Article 2, Section B.

"Base flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Basement" means that portion of a building having its floor sub-grade (below ground level) on all sides.

"Breakaway wall" means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or the supporting foundation system.

"Building" means any structure built for support, shelter, or enclosure for any occupancy or storage. See Structure.

"Critical or Child Care facility" shall mean any building or portion of a building in which patients, tenants, or children are examined, treated, housed, or kept for any length of time.

"Coastal High Hazard Area" means the area subject to high velocity waters caused by, but not limited to, hurricane wave wash. The area is designated on a FIRM as Zone V1 - 30, VE or V.

"Development" means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, and storage of equipment or materials.

"Elevated building" means a non-basement building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

"Existing Construction" Any structure for which the "start of construction" commenced before March 9, 1981.

"Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before March 9, 1981.

"Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. the overflow of inland or tidal waters; or
- b. the unusual and rapid accumulation or runoff of surface waters from any source.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been designated as Zone A.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, issued by the Federal Insurance Administration, delineating the areas of special flood hazard and/or risk premium zones applicable to the community.

"Flood Insurance Study" the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.

"Floodplain" means any land area susceptible to flooding.

"Floodway" (Regulatory Floodway) means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

"Functionally dependent facility" means a facility which cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

"Highest adjacent grade" means the highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

"Historic Structure" means any structure that is;

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district:
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or

- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
1. By an approved state program as determined by the Secretary of the Interior, or
 2. Directly by the Secretary of the Interior in states without approved programs.

"Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

"Levee System" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of other provisions of this code.

"Mangrove stand" means an assemblage of mangrove trees which is mostly low trees noted for a copious development of interlacing adventitious roots above the ground and which contain one or more of the following species: Black mangrove (*Avicennia Nitida*); red mangrove (*Rhizophora Mangle*); white mangrove (*Languncularia Racemosa*); and buttonwood (*Conocarpus Erecta*).

"Manufactured home" means a building, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

"Mean Sea Level" means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this ordinance, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929 or other datum.

"National Geodetic Vertical Datum (NGVD)" as corrected in 1929 is a vertical control used as a reference for establishing varying elevations within the floodplain.

"New construction" means ANY structure (see definition) for which the "start of construction" commenced after March 9, 1981 and includes any subsequent improvements to the structure. [* i.e., the effective date of the FIRST floodplain management ordinance adopted by the community as a basis for community participation in the (NFIP)] and includes any subsequent improvements to such structures.

"New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after March 9, 1981.

"Repetitive Loss" means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Recreational vehicle" means a vehicle which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Sand dunes" means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

"Start of construction" means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of the structure such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. (Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of buildings appurtenant to the permitted structure, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any ordinance requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"Structure" means a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank.

"Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

"Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "repetitive loss" or "substantial damage", regardless of the actual repair work performed. The market value of the building should be (1) the appraised value of the structure prior to the start of the initial repair or

improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring. This term includes structures which have incurred "substantial damage", regardless of the actual amount of repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or; (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure".

"Substantially improved existing manufactured home parks or subdivisions" is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

"Variance" is a grant of relief from the requirements of this ordinance which permits construction in a manner otherwise prohibited by this ordinance.

"Violation" means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the Code of Federal Regulations (CFR) § 44, Sec. 60.3(b)(5), (C)(4), (C)(10), (D)(3), (e)(2), (e)(4), or (e)(5) and corresponding parts of this ordinance is presumed to be in violation until such time as that documentation is provided.

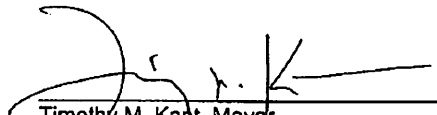
ARTICLE 7. SEVERABILITY

If any section, clause, sentence, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

ARTICLE 8. EFFECTIVE DATE

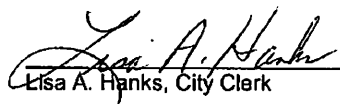
This ordinance shall take effect upon publication as required by law.

ADOPTED THIS THE 22ND DAY OF SEPTEMBER, 2008.



Timothy M. Kart, Mayor

ATTEST:



Lisa A. Hanks, City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson or Council President Jack Burrell, on behalf of the City of Fairhope, is hereby authorized to purchase the properties owned by the Baldwin County Board of Education: known as the K-1 Center (Tax Parcel Number 05-46-03-37-0-006-045.000), Fairhoppers Community Park (“K-1 Playground” Tax Parcel Number 05-46-03-37-0-006-044.000), and the James P. Nix Center (Tax Parcel Number 05-46-03-37-0-007-066.000); and to execute and negotiate all documents necessary to complete the closing and to acquire title on behalf on the City pursuant to the executed Land Purchase Contract.

Adopted this 7th day of March, 2019

Mayor or Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Karin Wilson, to execute one of the Memorandum of Understandings between M&N of Alabama, LLC and The City of Fairhope for the Dredging of Main Channel of Fly Creek; and to authorize the Mayor to execute the contract for Bid No. 008-19 for same:

Option A - \$513,750.00 – Work starts immediately upon execution with a larger dredge and completed in 30 clear weather calendar days.

or

Option B - \$463,750.00 – Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

MAR 11 2019 10:15 AM

Issuing Date: 3/1/2019

Please return this Routing Sheet to Treasurer by: ASAP *JAM*

Project Name: Approve signing of one of two MOU for negotiated Contract and execute contract for Bid No. 008-19 Dredging of Main Channel - Fly Creek

Project Location: Fly Creek

Presented to City Council: 3/7/2019

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 513,750.00 City Share \$256,875.00
FYC Share \$256,875.00

Vendor: M&N of Alabama, 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	Impact
XXX							
Department of General Fund Providing the Funding							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 XXX	Street-35	Sanitation-40

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Expense Code: 001340-50360
G/L Acct Name: Marina General Maintenance

Project Budgeted: \$172,030.00
Over (Under) budget amount: \$84,845.00

Comments: Over (Under) calculated using City Share of 50%.
Remaining 50% paid by Fairhope Yacht Club

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

City Treasurer _____ Finance Director _____ Mayor _____

Purchasing Memo Date: _____ Purchasing Memo Date: 3/1/2019 Delivered To Date: 3/1/2019

Request Approved Date: 3/3/19 Request Approved Date: 3/1/2019 Approved Date: _____

Signatures: *Jacob Bennett* *Jill Cabaniss* *Karin Wilson*
Jill Cabaniss, MBA Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From:

Delores A Brandt
Delores A Brandt, Purchasing

Date: March 1, 2019

Karin Wilson
Mayor

Re: **Request for City Council to choose and approve signing of one of two MOU for negotiated Contract, and execute Contract for Bid No. 008-19 Dredging of Main Channel --Fly Creek**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

The Public Works Director, Richard Johnson, seeks Council approval, through the Memo of Understanding (attached), associated with the negotiation of Contract for Bid No 008-19. **Dredging of Main Channel --Fly Creek. Two MOUs are being submitted from which Council is asked to choose and approve for Contract.** Resolution of February 25, 2019, City Council approved negotiating the contract with the bidder, after receiving only one valid bid for the project. The contractor, **M & N of Alabama, LLC**, has agreed to a reduction in bid pricing from Bid Base of \$505,000 and Additive Alternate of \$33,550.00 to one of the options listed below:

Option A:

Bid Base of \$480,000.00 and Additive Alternate of \$33,750.00 by scope and pricing modifications through a post bid value engineering process. The negotiated pricing for this Contract will not exceed **FIVE HUNDRED THIRTEEN THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$513,750.00)**. See attached quotation.

1 Conditions: Work start immediately upon execution with a larger dredge and completed in 30 clear weather calendar days.

OR

Option B:

Bid Base of \$430,000.00 and Additive Alternate of \$33,750.00. 00 by scope and pricing modifications through a post bid value engineering process. The negotiated pricing for this Contract will not exceed **FOUR HUNDRED SIXTY-THREE THOUSAND, SEVEN HUNDRED FIFTY DOLLARS (\$463,750.00)**. See attached quotation.

2 Conditions: Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

Please place on the next available City Council agenda this request to approve the negotiated pricing as per Council selected MOU, and authorize the Mayor to sign the associated MOU and Contract with M & N of Alabama, LLC


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



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Dee Dee Brandt, Purchasing Manager

CC: Lynn Maser, Special Projects, Marina Manager; FYC; File

Date: February 27, 2019

Subject: Fly Creek – Main Channel Dredging – Negotiated Bid Price – M&N of Alabama

Mayor Wilson:

The City Council at their February 25, 2019 Regular Business rejected Bid No. 008-19 Dredging of Main Channel - Fly Creek and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price. That process has been completed. Attached are two Memorandums of Understanding (MOU) signed by the contractor. They are designated Option "A" and Option "B". The sole bid as opened proposed the following costs: Base Bid of \$505,00.00 and an Additive Alternative Bid of \$33,750.00 for a Total Bid of \$538,750.00. Below are the two saving options:

Option A ¹ :	Original Bid	Negotiated Bid	Savings	City Share	FYC Share
Base Bid	\$505,000.00	\$480,000.00	\$25,000.00	\$240,000.00	\$240,000.00
Add Alt	\$33,750.00	\$33,750.00	\$0.00	\$33,750.00	\$0.00

¹Conditions: Work start immediately upon execution of contract, performed with a larger dredge and completed in 30 clear weather calendar days.

Option B ² :	Original Bid	Negotiated Bid	Savings	City Share	FYC Share
Base Bid	\$505,000.00	\$430,000.00	\$75,000.00	\$215,000.00	\$215,000.00
Add Alt	\$33,750.00	\$33,750.00	\$0.00	\$33,750.00	\$0.00

²Conditions: Work delayed 90-180 days, performed with a smaller dredge and contract time remains at 60 days.

This needs to be submitted to the Council for their next regularly scheduled Business Meeting on March 11, 2019. The Council can select the option they prefer. In addition, we will need to coordinate with the Fairhope Yacht Club for their preference and enter into a shared funding agreement for the dredging portion of the contract.

It is my recommendation that Council select option B. The cost savings is significant enough to justify the delayed start to the dredging. Ultimately, the decision is between them and the Yacht Club.

If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ

MEMORANDUM OF UNDERSTANDING (MOU) – OPTION "A"

This Memorandum of Understanding (MOU) is made on this 28th day of February, 2019, by and between the City of Fairhope, Alabama (*City*); 555 South Section Street; Fairhope, Alabama 36532 and M&N OF ALABAMA LLC; 14435 McCoy Lane; Magnolia Springs, Alabama 36555 (*Contractor*) for the purpose of documenting modifications to the *Contractor's* low bid of February 12, 2019 for the work described in the bid documents of Bid No. 008-19 Dredging of Main Channel - Fly Creek (*Project*).

WHEREAS *Contractor* submitted an apparent low responsible and responsive base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) for the work of the *Project* on February 12, 2019;

AND WHEREAS the *City* received only one responsive bid and on February 25, 2019 the *City* (the awarding authority) rejected the bid and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price per Ala. Code § 41-16-50(a);

AND WHEREAS there is no change in specifications or scope of the *Project* there is an opportunity to identify value savings within the *Project* involving the participation and input of all parties;

AND WHEREAS the *City* and *Contractor* wish to enter this MOU documenting the mutually agreed upon bid price adjustments resulting from the collaborative post-bid price negotiation process;

Purpose

The purpose of this MOU is to document the results of the collaborative post-bid price negotiation process and reconcile the apparent low base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) to the revised Total Bid (Base + Additive Alternative) contract amount of Five Hundred and Thirteen Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$513,750.00). This MOU outlines the *Project* pricing changes that have been mutually agreed upon by *City* and *Contractor* equaling to a reduction of \$25,000.00.

Agreement

The undersigned parties to this MOU hereby agree to the following *Project* pricing modifications:

-SEE TABLE ON NEXT PAGE-

NEGOTIATED PROJECT BID QUANTITIES					
Item #	Description	Quantity	Units	Unit Price	Total
001	Mobilization/Setup*	1	LS	\$115,000.00	\$115,000.00
002	Preparation of dewatering site (excavation and construction of berm)	1	LS	\$95,000.00	\$95,000.00
003	Channel Maintenance Dredging Operations ¹	34,000	CY	\$5.00	\$170,000.00
004	Demobilization/Site Cleanup*	1	LS	\$100,000.00	\$100,000.00
Negotiated Total of Base Bid:					\$480,000.00
Additive Alternate Bid Item					
005	Jetty Extensions ² – Class IV Rip Rap – In Place	270	TON	\$125.00	\$33,750.00
Negotiated Total of Base Bid + Additive Alternate:					\$513,750.00

¹The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Removal of described material from the entrance channel
3. Operation (dewatering) and maintenance of spoil site for beach re-nourishment
4. Placement of dredged material on the shoreline North and South of the entrance channel
5. Provide equipment for loading trucks with excess and/or unsuitable dredge material for disposal
6. Grading and contouring beach to the desired elevations
7. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

²The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Preparation of waterbottoms
3. Preparation and connection to existing jetties (including, but not limited to: resetting/repositioning existing rip rap to achieve a clean continuous connection)
4. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

³The reduction in costs have the associated conditions included in the contract:

1. Work shall commence upon executed contract and issuance of the Notice to Proceed
2. Work shall be performed with 16-inch dredge mobilized out of Louisiana
3. Work shall require (and be completed in) 30 clear weather calendar days

*Reduction in Mobilization/Setup & Demobilization/Site Clean Up by \$25,000.00 total

[SIGNATURE PAGE]

APPROVED:

(Contractor)
M&N OF ALABAMA LLC

By: R. Harold Sherman
Title: Managing Partner

ATTEST: Barbara M Sherman
Title: Senior Partner

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST: _____
Lisa Hanks, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of _____, 2019

Notary Public _____

My Commission Expires _____ / /

MEMORANDUM OF UNDERSTANDING (MOU) – OPTION "B"

This Memorandum of Understanding (MOU) is made on this 28th day of February 2019, by and between the City of Fairhope, Alabama (*City*); 555 South Section Street; Fairhope, Alabama 36532 and M&N OF ALABAMA LLC; 14435 McCoy Lane; Magnolia Springs, Alabama 36555 (*Contractor*) for the purpose of documenting modifications to the *Contractor's* low bid of February 12, 2019 for the work described in the bid documents of Bid No. 008-19 Dredging of Main Channel - Fly Creek (*Project*).

WHEREAS *Contractor* submitted an apparent low responsible and responsive base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) for the work of the *Project* on February 12, 2019;

AND WHEREAS the *City* received only one responsive bid and on February 25, 2019 the *City* (the awarding authority) rejected the bid and authorized City Staff to negotiate the contract, provided the negotiated price is lower than the bid price per Ala. Code § 41-16-50(a);

AND WHEREAS there is no change in specifications or scope of the *Project* there is an opportunity to identify value savings within the *Project* involving the participation and input of all parties;

AND WHEREAS the *City* and *Contractor* wish to enter this MOU documenting the mutually agreed upon bid price adjustments resulting from the collaborative post-bid price negotiation process;

Purpose

The purpose of this MOU is to document the results of the collaborative post-bid price negotiation process and reconcile the apparent low base bid of Five Hundred and Five Thousand and 00/100 Dollars (\$505,000.00) and an Additive Alternative Bid of Thirty Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$33,750.00) for a Total Bid (Base + Additive Alternative) of Five Hundred and Thirty Eight Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$538,750.00) to the revised Total Bid (Base + Additive Alternative) contract amount of Four Hundred and Sixty-Three Thousand, Seven Hundred and Fifty and 00/100 Dollars (\$463,750.00). This MOU outlines the *Project* pricing changes that have been mutually agreed upon by *City* and *Contractor* equaling to a reduction of \$75,000.00.

Agreement

The undersigned parties to this MOU hereby agree to the following *Project* pricing modifications:

-SEE TABLE ON NEXT PAGE-

NEGOTIATED PROJECT BID QUANTITIES					
Item #	Description	Quantity	Units	Unit Price	Total
001	Mobilization/Setup*	1	LS	\$82,500.00	\$82,500.00
002	Preparation of dewatering site (excavation and construction of berm)	1	LS	\$95,000.00	\$95,000.00
003	Channel Maintenance Dredging Operations ¹	34,000	CY	\$5.00	\$170,000.00
004	Demobilization/Site Cleanup*	1	LS	\$82,500.00	\$82,500.00
Negotiated Total of Base Bid:					\$430,000.00
Additive Alternate Bid Item					
005	Jetty Extensions ² – Class IV Rip Rap – In Place	270	TON	\$125.00	\$33,750.00
Negotiated Total of Base Bid + Additive Alternate:					\$463,750.00

¹The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Removal of described material from the entrance channel
3. Operation (dewatering) and maintenance of spoil site for beach re-nourishment
4. Placement of dredged material on the shoreline North and South of the entrance channel
5. Provide equipment for loading trucks with excess and/or unsuitable dredge material for disposal
6. Grading and contouring beach to the desired elevations
7. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

²The following is a subsidiary obligation of the unit price:

1. Supply all labor, equipment, and materials
2. Preparation of waterbottoms
3. Preparation and connection to existing jetties (including, but not limited to: resetting/repositioning existing rip rap to achieve a clean continuous connection)
4. Establishment and maintenance of all shown/noted and/or required containment devices (turbidity curtains, etc.)

³The reduction in costs have the associated conditions included in the contract

1. Work shall not commence until such time that the Contractor completes the currently underway dredging project in Mexico Beach, FL.
2. Notice to Proceed will allow work to commence between 90 and 180 days after execution of contract. (At his option, the Contractor may start work earlier than 90 days)
3. Work shall be performed with 12-inch dredge mobilized out of Magnolia Springs, AL and contract time remains unchanged at sixty (60) calendar days.

Reduction in Mobilization/Setup & Demobilization/Site Clean Up by \$37,500.00 each

[SIGNATURE PAGE]

APPROVED:

(Contractor)
M&N OF ALABAMA LLC

By: Richard Shuman
Title: Managing Partner

ATTEST: Barbara A. Sherman
Title: Senior Partner

THE CITY OF FAIRHOPE, ALABAMA

Karin Wilson, Mayor

ATTEST: _____
Lisa Hanks, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}

COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ___ day of _____, 2019

Notary Public _____

My Commission Expires _____ / /

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE FILING WITH THE COUNTY BOARD OF EDUCATION OF BALDWIN COUNTY, ALABAMA, OF A REQUEST FOR A SPECIAL 3 MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

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

ARTICLE 1

Definitions and Representations

Section 1.01 Definition of Capitalized Terms

Agreement shall have the meaning assigned in Section 1.02(g)(iii).

Amendment No. 382 means Amendment No. 382 to the Constitution of Alabama of 1901, as amended.

Board means the County Board of Education of Baldwin County, Alabama.

City means the City of Fairhope, Alabama.

District Public School Facilities means and includes the following public school facilities of the Board:

(a) Fairhope Elementary School, Fairhope Intermediate School, Fairhope Intermediate School, Fairhope High School, and J. Larry Newton School;

(b) all capital improvements made to, and all equipment, fixtures, furniture and furnishings, computer and electronic and telecommunication facilities, and other personal property installed in or used in connection with, any of the foregoing public school facilities of the Board within the District at any time provided by the Board from revenues of the Board;

(c) all facilities at any time provided by the Board from any revenues of the Board with respect to virtual school programs (pursuant to Chapter 46A of Title 16 of the Code of Alabama 1975), International Baccalaureate programs, magnet school programs, and other educational programs for the benefit of students who reside in the District; and

(d) all public school facilities (as defined in Section 16-13-301(4) of the Code of Alabama 1975) at any time provided by the Board from any revenues of the Board and located within the District.

District Public School Purposes shall have the meaning assigned in Section 1.02(c).

City Request shall have the meaning assigned in Section 1.02(g)(i).

Council means the governing body of the City.

Local Public School Area means the area within Baldwin County, Alabama, described on Exhibit A, which area includes the area within the corporate limits of the City.

Petition shall have the meaning assigned in Section 1.02(g)(ii).

Special District Tax means the special ad valorem school district tax that may be levied and collected under Amendment No. 382.

Special Tax Documents shall have the meaning assigned in Section 2.02(a).

Section 1.02 Findings and Representations

The Council, upon evidence duly presented to and considered by it, has found and determined, and does hereby find, determine and declare as follows:

(a) The Board owns and operates the District Public School Facilities within, or for the benefit of, the Local Public School Area.

(b) The District Public School Facilities provide educational, vocational, and technological instruction, and athletic, arts, and extracurricular activities and programs, for all children under the jurisdiction of the Board who reside within the Local Public School Area.

(c) From time to time, representatives of the various communities within the Local Public School Area have presented to the Council plans, proposals and requests for certain educational, vocational, and technological programs of instruction and related facilities and improvements, which are of particular interest to, or provide for particular needs of, such communities for certain maintenance and capital improvements to the District Public School Facilities (the "District Public School Purposes").

(d) The City shall represent, collectively, the various communities in the Local Public School Area for the purposes of the Agreement and with respect to the District Public School Purposes.

(e) The City and the Board have agreed that, for the Board to provide effectively for the District Public School Purposes, the Board needs:

(i) additional revenues from the Local Public School Area; and

(ii) recommendations from representatives of the communities within the Local Public School Area with respect to the application of such additional revenues for the District Public School Purposes.

(f) Pursuant to Amendment No. 382, the Special District Tax may be levied and collected within the Local Public School Area and the proceeds thereof applied for the exclusive benefit of the District Public School Facilities.

(g) In furtherance thereof, the City has prepared the following for submission to the Board pursuant to the policies and programs of the Board therefor and in form and of content satisfactory to the Board:

(i) a Request for 3 Mill Special Ad Valorem School District Tax Election, as attached hereto as Exhibit B (the "City Request"), that the Board establish the Local Public School Area as a school tax district under Amendment No. 382 and take all action required of the Board under the applicable laws of the State of Alabama to cause the Special District Tax to be levied and collected within the Local Public School Area for District Public School Purposes at the rate and for the time set forth in such City Request; and

(ii) a Petition for 3 Mill Ad Valorem School District Tax Election, as attached hereto as Exhibit C (the "Petition"), signed by more than 200 qualified electors of the Local Public School Area that the election with respect to the Special District Tax be held in the Local Public School Area on the date, at the rate, and for the time and purposes as requested in the City Request;

(iii) a Local Public School Agreement by the Board and the City, as attached hereto as Exhibit D (the "Agreement"), that the proceeds of the Special District Tax be applied and used exclusively for District Public School Purposes, in accordance with the procedure therefor in such Agreement.

(h) It is necessary, desirable, and in the best interests of the public education provided by the Board in the Local Public School Area, that:

(i) the District Public School Purposes be affected, and that sufficient funding, direction and support be provided therefor;

(ii) the Board approve the Local Public School Area as a school tax district for purposes of Amendment No. 382 and fix the boundaries thereof as the boundaries of the Local Public School Tax Area;

(iii) the Special District Tax be levied and collected in the Local Public School Area, as stated in the City Request and as provided in Amendment No. 382, and the proceeds thereof be applied exclusively for the District Public School Purposes;

(iv) to provide for the foregoing, the City deliver to the Board the City Request, the Petition and the Agreement pursuant to the policies and programs of the Board therefor; and

(v) the City undertake primary responsibility for the active and public advocacy, encouragement and promotion of the vote in favor of the levy of the Special District Tax for the District Public School Purposes.

ARTICLE 2

Authorization of Documents and Actions

Section 2.01. General Agreements of City

The City agrees:

- (a) to request the Board to take all required action to cause the Special District Tax to be levied as set forth in the City Request and the Petition for the District Public School Purposes;
- (b) to represent the local communities of the Local Public School Area collectively for the purposes of the Agreement and with respect to the District Public School Purposes;
- (c) to pay all costs of the election to be held in the Local Public School Area with respect to the Special District Tax;
- (d) to undertake primary responsibility for the active and public advocacy, encouragement, and promotion of the vote in favor of the levy of the Special District Tax for the District Public School Purposes.

Section 2.02. Authorization of Documents and Delivery

(a) The City approves and authorizes the terms and provisions of, the representations of the City set forth in, the agreements to be undertaken by the City pursuant to, and the execution and delivery by the City of the following (collectively, the "Special Tax Documents"):

- (i) the City Request;
- (ii) the Agreement;
- (iii) all agreements, certificates, documents, instruments, notices and proceedings with may be necessary, desirable or required by law to affect the purposes of the City Request, the Agreement and this Resolution.

(b) The City Request and the Agreement are approved in substantially the form and of substantially the content presented, with such addition thereto or deletions therefrom as the officer of the City executing the same shall approve and as shall not create, increase, or extend the amount or duration of, any obligation of the City therein, which approval shall be conclusively evidenced by execution thereof as provided herein.

(c) The Mayor of the City is authorized and directed to execute, deliver, and file or record (to the extent required therefor), and to effect the performance of, the Special Tax Documents for and on behalf of and in the name of the City. The City Clerk is authorized and directed to attest and seal the Special Tax Documents to the extent required thereby.

- (d) The Mayor and City Clerk of the City are authorized and directed to deliver to the Board:
 - (i) Certified copies of this Resolution and the proceedings of the Council for adoption hereof;
 - (ii) Executed counterparts of the City Request and the Agreement;
 - (iii) The Petition.

Section 2.03 Authorization and Ratification of Actions

(a) The officers of the City, including without limitation the Mayor, the Treasurer, and the City Clerk, are authorized and directed to take any and all actions which are necessary, desirable, required by applicable law, or required by counsel to the Board or to the City, to affect the purposes of the Special Tax Documents and this Resolution.

(b) The Council, on behalf of the City, ratifies and confirms all prior action taken by or on behalf of the City by any officer of the City, and any of the Special Tax Documents heretofore executed by or on behalf of the City, with respect to the matters approved and authorized by this Resolution.

ARTICLE 3

Provisions of General Application

Section 3.01 Other Proceedings

(a) Any resolution, order, ordinance, or part thereof, in conflict or inconsistent with the provisions of this Resolution is hereby, to the extent of such conflict or inconsistency, repealed.

(b) The provisions of Section 3.01(a) shall not operate or be construed to revive any instrument, ordinance order or resolution, or part thereof, of the City.

Section 3.02. Effect of this Resolution

This Resolution shall take effect immediately.

Exhibit A
to
City Proceedings

Local Public School Area

Exhibit B
to
City Proceedings
Form of City Request

Exhibit C
to
City Proceedings

Form of Petition

Exhibit D
to
City Proceedings
Form of Agreement

Duly passed and adopted this 7th day of March, 2019.

President of the City Council of the City of
Fairhope, Alabama

SEAL

Attest: _____

Lisa A. Hanks, MMC
City Clerk

Transmitted to and approved by the Mayor on this _____ day of _____, 20__.

Mayor of the City of Fairhope, Alabama

After said Resolution had been discussed and considered in full by the Council, it was moved by Councilmember _____ that said Resolution be now placed upon its final passage and adopted. The motion was seconded by Councilmember _____. The question being put as to the adoption of said motion and the final passage and adoption of said Resolution, the roll was called with the following results:

Ayes:

Nays: None

The Council President thereupon declared said motion carried and the Resolution passed and adopted as introduced and read.

* * *

There being no further business to come before the meeting, it was moved and seconded that the meeting be adjourned. Motion carried.

Approval of Minutes:

Each of the undersigned does hereby approve, and waive notice of, the date, time, place and purpose of the meeting of the March 7, 2019 City Council recorded in the above and foregoing minutes thereof and does hereby approve the form and content of the above and foregoing minutes and resolution therein.

Council President

Member of Council

Member of Council

Member of Council

Member of Council

SEAL

Attest: _____
City Clerk

STATE OF ALABAMA

BALDWIN COUNTY

CERTIFICATE OF CITY CLERK

CITY OF FAIRHOPE, ALABAMA

March 7, 2019

I, the undersigned, do hereby certify that: (1) I am the duly elected, qualified and acting Clerk of the City of Fairhope, Alabama (the "City"), (2) as City Clerk of the City I have access to all original records of the City and I am duly authorized to make certified copies of its records on its behalf, (3) the above and foregoing pages constitute a complete, verbatim and compared copy of excerpts from the minutes of a regular meeting of the City Council of the City duly held on March 7, 2019, the original of which is on file and of record in the minute book of the City Council in my custody, (4) the Resolution set forth in such excerpts is a complete, verbatim and compared copy of such Resolution as introduced and adopted by the City Council on such date, and (5) said Resolution is in full force and effect and has not been repealed, amended or changed.

IN WITNESS WHEREOF, I have hereunto set my hand as Clerk of the City of Fairhope, Alabama, under seal, on the above date and year.

Lisa A. Hanks, MMC
Clerk of the City of Fairhope, Alabama

SEAL

ACTION PLAN AND PROCEEDINGS

Special Ad Valorem School District Tax

under

Amendment No. 382 to the Constitution of Alabama of 1901, as amended

CITY OF FAIRHOPE – DISTRICT 9

Effective Date: March 7, 2019

General; Certain Defined Terms

The County Board of Education of Baldwin County, Alabama (the “Board”) administers and supervises public schools in a number of local communities of coastal, rural and urban areas in which there is a wide variety of needs for public school facilities and interests in specific educational, vocational and extracurricular activities, programs and services (“District Public School Purposes”) and interests in local direction with respect to such District Public School Purposes.

To enable the Board, and the interested citizens of the various local public school communities, to jointly address and provide for specific District Public School Purposes consistent with the needs, expectations and interests of such communities, the Board has approved a program whereby local public school communities in an identified area served by particular public schools (a “local feeder-pattern”) may provide additional local revenues, to supplement the financial resources of the Board available for such District Public School Purposes, and direct advice and recommendations to the Board as to the use of such additional local revenues for such purposes.

The program provides the public school communities in a local feeder-pattern shall be represented collectively by the governing body of the municipality in which are located the public schools that serve such local feeder-pattern (the “Representative City”).

The program involves the establishment by the Board of the area within the local feeder-pattern as a separate school tax district (the “District”) for purposes of Amendment No. 382 to the Constitution of Alabama of 1901, as amended (“Amendment No. 382”), the levy of a special ad valorem school district tax in the District (the “Special Tax”) under Amendment No. 382 upon the favorable vote of a majority of the qualified electors in the District voting at a special election therefor held upon written request of the Representative City (the “City Request”), the petition of not less than 200 qualified electors in the District, and proceedings of the Board and the Baldwin County Commission, and the use of the proceeds of the Special Tax for the exclusive benefit of the District in accordance with recommendations by a local public school commission appointed by the Representative City pursuant to a local public school agreement by the Board and the Representative City (the “Local School Agreement”).

The form and content of the documentation and proceedings to be provided to the Board for purposes of the program must be satisfactory to the Board in its sole discretion.

Description of Program

The program consists of the following actions to be taken in the following order, generally in accordance with the time-line attached as Appendix A:

1. The Board and the Representative City agree upon:
 - (a) The boundaries of the local feeder-pattern which shall form the boundaries of the District;
 - (b) The following terms of the Special Tax:
 - (i) millage rate (not to exceed 3 mills)
 - (ii) period of levy (not less than two, and not more than 30, fiscal years, subject to prior termination);
 - (c) The provisions of the Local School Agreement regarding the uses of the proceeds of the Special Tax;
 - (d) The date of the proposed election regarding the Special Tax;
 - (e) The costs of the proposed election to be paid by the Representative City.
2. The Representative City agrees to undertake primary responsibility for the public advocacy, encouragement and promotion of the vote in favor of the levy of the Special Tax as provided in the City Request.
3. The Representative City delivers to the Board:
 - (a) The City Request, as attached hereto as Appendix B, completed and executed by the Representative City;
 - (b) The Petition, as attached hereto as Appendix C, completed and signed by not less than 200 qualified electors of the District, as verified by the Board of Registrars of Baldwin County, Alabama;
 - (c) The Local School Agreement, as attached hereto as Appendix D, completed and executed by the Representative City;
 - (d) Certified proceedings of the Representative City, as attached hereto as Appendix E, with respect to the City Request and the Local School Agreement.

4. Upon receipt of the above documents and proceedings from the Representative City, the Board (i) authorizes the establishment of the area within the District as a "school tax district" for purposes of Amendment No. 382 and (ii) authorizes and delivers to the Baldwin County Commission:
 - (a) The Board Request;
 - (b) The City Request;
 - (c) The Petition.
5. The Board provides to the Judge of Probate, the Board of Registrars, and the Baldwin County Commission the information necessary to establish the election precincts, voting districts, voter lists, and voting places as required to conduct the election in the District regarding the Special Tax.
6. The Baldwin County Commission calls and orders the election with respect to the Special Tax as set forth in the Board Request, the City Request, and the Petition.
7. The election is held, conducted and canvassed upon the notice (30 days) and as provided by Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975.
8. If the Special Tax is approved at such election, the Baldwin County Commission shall levy the Special Tax for the ad valorem tax years provided therefor.
9. The Board and the Representative City apply the proceeds of the Special Tax for the exclusive benefit of the public schools in the District in accordance with the Local School Agreement.

Point of Contact for the Board

The point of contact for the Board about the program is the Chief School Financial Officer of the Board at the offices of the Board at 2600 North Hand Avenue, Bay Minette, Alabama, during the regular business hours of the Board.

Appendices

The following documents are provided for use for the program:

<u>Appendix</u>	<u>Document</u>
A	Time-Line
B	Form of City Request
C	Form of Petition
D	Form of Local School Agreement
E	Form of City Proceedings

APPENDIX A

Time-Line

Time-Line for Election to Levy Ad Valorem School District Tax under Amendment No. 382

<u>Order of Action</u>	<u>Period of Action</u>	<u>Action</u>
<u>First:</u>	As determined	Board and Representative City agree on proposed district boundaries, rate and time of district tax, use of tax proceeds, election date.
<u>Second:</u>	30-60 Days	Representative City approves, at regular meeting, request for district tax election, and thereupon delivers to Board such request, proceedings, and Petition of 200 qualified electors (as verified) of the proposed district for such election.
<u>Third:</u>	30-60 Days	(a) Board approves, at regular meeting, proposed district boundaries and request for district tax election, and thereupon delivers to County Commission requests of Board and City and the Petition. (b) The Board provides to the Judge of Probate, the Board of Registrars, and the Baldwin County Commission the information necessary to establish the election precincts, voting districts, voter lists, and voting places as required to conduct the election regarding the Special Tax in the District.
<u>Fourth:</u>	30-60 Days	(a) County Commission will, at a regular meeting thereof, call the election in accordance with the petitions/requests; approve the ballots; direct the appropriate officers to hold the election; and take such further action; all in accordance with the documents prepared by the Board. (b) Judge of Probate and Board of Registrars establish precincts, voting districts and places, and voter lists, for the election in the district.
<u>Fifth:</u>	30-45 Days	Board will cause the County Sheriff to give 30-days notice of the election by publication once a week for four consecutive weeks.
<u>Sixth:</u>	General	Representative City actively and publicly advocates, encourages, and promotes the vote in favor of the levy of the district tax.
<u>Seventh:</u>	Agreed Date	Hold Election.
<u>Eighth:</u>	As provided by law	County Commission convenes to canvas and declare results of election, and, if approved, levy the district tax.
<u>Ninth:</u>	Next fiscal year after election and thereafter	Board makes the net proceeds of the district tax, if levied, available for purposes of the Local School Agreement.

APPENDIX B

Form of City Request

REQUEST FOR SPECIAL 3 MILL AD VALOREM SCHOOL DISTRICT TAX ELECTION

TAX DISTRICT 9 – FAIRHOPE FEEDER PATTERN

_____, 20__

From: City of Fairhope, Alabama

To: County Board of Education of Baldwin County, Alabama

The undersigned City of Fairhope, Alabama, having determined pursuant to Resolution duly adopted thereby on March 7, 2019, to undertake primary responsibility for the active and public advocacy, encouragement and promotion of the vote in favor of the levy of the within-referenced special district school tax for the exclusive benefit of the local public schools in the City in furtherance of the best interests of such schools, does hereby request your honorable body to:

- (1) approve, and fix the boundaries of, a special school tax district for the purposes of Amendment No. 382 to the Constitution of Alabama of 1901, as amended, consisting of the area of Baldwin County, Alabama, described on Exhibit A hereto (the "District"); and
- (2) deliver a request, in accordance with Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975 ("Article 9"), to the Baldwin County Commission, as governing body of Baldwin County, Alabama, to call and order an election to be held as provided in Article 9 to determine whether a special ad valorem district school tax shall be levied and collected annually in the District, at the rate, for the time, and for the purposes described as follows:

Rate of Tax: 3 Mills (\$0.30 on each one hundred dollars of taxable property);

Time of Tax 30 ad valorem tax years from the October 1 next after the election;

Purposes: public school purposes, as provided by law, including _____;^[1]

District: as described on Exhibit A hereto; and

- (3) take all action required of the Board under the applicable laws of the State of Alabama to cause the Special District Tax to be levied and collected within the Local Public School Area for District Public School Purposes at the rate and for the time set forth herein.

^[1] Specific purposes may be added or excluded.

In Witness Whereof, the City of Fairhope, Alabama, has caused this instrument to be executed in its name, under seal, and attested, by officers thereof duly authorized thereunto on the date and year first above written.

CITY OF FAIRHOPE, ALABAMA

By: _____
Karin Wilson, Mayor

SEAL

Attest: _____
City Clerk

Exhibit A
to
City Request for School District Tax Election

Description of District

APPENDIX C

Form of Petition

Petitioners must be registered voters in the District

**PETITION FOR SPECIAL 3 MILL AD VALOREM
SCHOOL DISTRICT TAX ELECTION**

TO THE BALDWIN COUNTY COMMISSION, AS GOVERNING BODY OF BALDWIN COUNTY,
ALABAMA:

The undersigned request your honorable body to call and order an election to be held pursuant to Amendment No. 382 to the Constitution of Alabama of 1901, as amended ("Amendment No. 382"), and Article 9 of Chapter 13 of Title 16 of the Code of Alabama 1975, in the Fairhope (Am. 382) School Tax District (the "District") in Baldwin County, Alabama, the boundaries of which are described on Exhibit A attached hereto and made apart hereof by this reference thereto, on September 10, 2019, to determine whether a special ad valorem school district tax shall be levied and collected annually in the District, pursuant to Amendment No. 382 and in addition to all ad valorem taxes now or hereafter levied in the District, for public school purposes in the District at the uniform rate of thirty cents (\$0.30) on each one hundred dollars of taxable property in the District for a period of 30 years beginning with the levy for the tax year October 1, 2019 to September 30, 2020 (the tax for which year becoming due and payable on October 1, 2020) and ending with the levy for the tax year October 1, 2049 to September 30, 2050 (the tax for which year becoming due and payable on October 1, 2050).

Each of the undersigned represents that he or she is a qualified elector of the District.

1. _____
Name: _____
Address: _____

4. _____
Name: _____
Address: _____

2. _____
Name: _____
Address: _____

5. _____
Name: _____
Address: _____

3. _____
Name: _____
Address: _____

6. _____
Name: _____
Address: _____

to
Petition

Description of District

APPENDIX D

Form of Agreement

LOCAL PUBLIC SCHOOL AGREEMENT

**(Fairhope (Am. 382) School Tax District)
DISTRICT 9**

Effective Date: _____, 20__

This Agreement is made on the above date by:

Board: County Board of Education of Baldwin County, Alabama

City: City of Fairhope, Alabama

Recitals

In furtherance of the stated public purpose of the City to facilitate the provision of additional local ad valorem tax revenues for the within-referenced "District Public School Purposes," and pursuant to requests in writing by the City and the Board to the Baldwin County Commission, a petition of more than 200 qualified electors of the within-described "Fairhope (Am. 382) School Tax District" (the "District"), proceedings of the Baldwin County Commission, and an election duly held and conducted in the District on September 10, 2019, a special ad valorem school district tax (the "Special Tax") shall be levied and collected in the District for the District Public School Purposes for a period of 30 years, until and including levy for the tax year October 1, 2019 to September 30, 2050.

Pursuant to applicable law, the proceeds of the Special Tax are the property of the Board and must be applied and used for the exclusive benefit of the public schools in the District.

The District contains all, or a significant portion of, the area within the corporate limits of the City.

The City has agreed to represent the various communities of the District collectively for the purposes of this Agreement and with respect to the within-referenced District Public School Purposes.

The Board and the City have delivered this Agreement to provide for advice and recommendations to be directed to the Board by a public school commission appointed by the governing body of the City with respect to the application and use of the proceeds of the Special Tax for the District Public School Purposes within the District that are adapted and responsive to the particular interests and needs of the public school students, and the public schools, within the District.

Agreement

Now Therefore, in consideration of the premises and the mutual covenants and agreements herein, the Board and the City hereby covenant and agree as follows:

ARTICLE 1

Representations

Section 1.01 Recitals

The Board and the City agree the Recitals to this Agreement are true and correct.

Section 1.02 Representations of Board

The Board, having obtained and made any required approvals, consents and filings, having determined that this Agreement is not in conflict with or inconsistent with any law or policy of the State Board of Education or the purposes of the Board, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the City on the above Effective Date pursuant to Sections 16-8-12.1 and 16-13-198 of the Code of Alabama 1975.

Section 1.03 Representations by the City

The City, having obtained and made any required approvals, consents, and filings, and having duly authorized and executed this Agreement by all required action and proceedings, delivers this Agreement to the Board on the above Effective Date pursuant to Section 16-13-309 of the Code of Alabama 1975.

ARTICLE 2

Definitions

The following terms shall have the respective meanings in this Agreement:

Commission shall have the meaning assigned in Section 3.03.

District means Fairhope (Am. 382) School Tax District, as more particularly described on Exhibit A hereto.

District Public School Facilities means and includes the following public school facilities of the Board:

(a) Fairhope Elementary School, Fairhope Intermediate School, Fairhope Middle School, Fairhope High School, and J. Larry Newton School;

(b) all capital improvements made to, and all equipment, fixtures, furniture and furnishings, computer and electronic and telecommunication facilities, and other personal property installed in or used in connection with, any of the foregoing public school facilities of the Board within the District at any time provided by the Board from revenues of the Board;

(c) all facilities at any time provided by the Board from any revenues of the Board with respect to virtual school programs (pursuant to Chapter 46A of Title 16 of the Code of Alabama 1975), International Baccalaureate programs, magnet school programs, and other educational programs for the benefit of students who reside in the District; and

(d) all public school facilities (as defined in Section 16-13-301(4) of the Code of Alabama 1975) at any time provided by the Board from any revenues of the Board and located within the District.

District Public School Purposes means and includes educational, vocational, and technological programs of instruction, athletic, arts, and extracurricular activities and programs, and all facilities and improvements necessary for any thereof, which are of particular interest to, or provide for particular needs of, the District Public School Facilities, and operation, maintenance and capital improvement of the District Public School Facilities.

Special Tax means the special ad valorem school district tax levied and collected in the District under Amendment No. 382 to the Constitution of Alabama of 1901, as amended, at the rate of 3 mills and for the Special Tax Period.

Special Tax Period means the period of levy of the Special Tax, being beginning with the levy for the tax year October 1, 2019 to September 30, 2020 and ending with the levy for the tax year October 1, 2049 to September 30, 2050.

Special Tax Proceeds means the net proceeds of the Special Tax actually received by the Board.

Superintendent means the County Superintendent of Education of Baldwin County, Alabama.

ARTICLE 3

Application of Special Tax Proceeds

Section 3.01 Control, Custody and Identification of Special Tax Proceeds

- (a) The Board shall receive and have sole custody of all of the Special Tax Proceeds.
- (b) The Board shall separately account for all Special Tax Proceeds, by segregation of such proceeds in a separate account or fund, separate accounting on the financial records of the Board, or by such other means as shall provide for identification of the amounts and uses of such proceeds.

Section 3.02 Exclusive Benefit of District Public School Facilities

The Special Tax Proceeds shall be used for the exclusive benefit of the District Public School Purposes.

Section 3.03 Public School Commission

- (a) The City shall establish a commission to be known as the "Fairhope Public School Commission," for purposes of this Agreement.
- (b) The City may determine the number, qualifications, and terms of service of the members of the Commission, provided, however, for purposes of this Agreement:
 - (i) each member of the Commission must be a qualified elector of the District; and
 - (ii) the membership of the Commission shall fairly represent all communities within the District, including communities within both incorporated and unincorporated areas within the District, and the economic, gender and racial diversity of the District; and
 - (iii) any member of the governing body of the City may be a member of the Commission.
- (c) The authority and purposes of the Commission are limited to advice and recommendations to the Board with respect to the use of the Special Tax Proceeds, as provided in Section 3.04.

Section 3.04 Cooperation by Commission and Board; Use of Special Tax Proceeds

(a) (i) The Commission may, from time to time, provide advice and recommendations in writing to the Superintendent, in accordance with the policies and procedures of the Board therefor, with respect to the use of the Special Tax Proceeds for specific District Public School Purposes.

(ii) Upon receipt of recommendations from the Commission pursuant to subsection (a)(i), the Superintendent shall timely prepare and deliver to the Board a recommendation with respect to the use of the Special Tax Proceeds as recommended by the Commission.

(iii) The Superintendent shall not deliver to the Board any recommendation with respect to the use of any of the Special Tax Proceeds unless such recommendation is based upon a recommendation properly made by the Commission to the Superintendent pursuant to subsection (a)(i).

(b) The Board will consider and act upon any advice or recommendations provided by the Commission pursuant to subsection (a) within the period of time requested therefor by the Commission to the extent the Board may do so in accordance with applicable law.

(c) The Board will give priority to the use of the Special Tax Proceeds in accordance with the recommendations by the Superintendent; provided, however, any indebtedness to be incurred by the Board with respect to District Public School Purposes shall be payable solely from the Special Tax Proceeds and the principal of, and interest on, all existing and proposed indebtedness payable from the Special Tax Proceeds becoming due and payable in any fiscal year shall not exceed eighty percent (80%) of the Special Tax Proceeds for the fiscal year next preceding the date of incurrence of any such indebtedness.

(d) (i) The Board shall cause the Special Tax Proceeds to be applied for the District Public School Purposes which are recommended by the Superintendent and approved by the Board.

(ii) The Board shall hold, pursuant to Section 3.01(b) and for application as provided in Section 3.02, all Special Tax Proceeds which are not applied as provide in subsection (d)(i).

Section 3.05 Authority of Board

(a) As the control and supervision of the District Public School Facilities are vested in the Board, the Board shall, with respect to the use of the Special Tax Proceeds for District Public School Purposes, control and direct the engagement of coaches, instructors, teachers and other employees of the Board, the providers of professional services, the procurement of materials, and the delivery of contractual agreements.

(b) Anything in this Agreement to the contrary notwithstanding, the application and use of the Special Tax Proceeds shall be subject to final approval of the Board.

ARTICLE 4

Special Agreement of Board

The Board agrees the Board shall not adjust or reduce the amount of general revenues of the Board which are to be used for the District Public School Facilities in any fiscal year by the amount of the Special Tax Proceeds received in such fiscal year.

ARTICLE 5

Termination of Agreement

The Board and the City agree that this Agreement shall terminate and be of no force and effect from and after the first to occur of (i) authorization, execution and delivery by the Board and the City of a termination in writing of this Agreement or (ii) the termination of the Special Tax Period, without action by or notice to the Board or the City or any other governmental or nongovernmental person.

ARTICLE 6

Provisions of General Application

The Board and the City agree:

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to principles of conflict of laws.
- (b) **Counterparts:** This Agreement may be executed in several counterparts each of which shall constitute one and the same agreement.
- (c) **Amendment:** This Agreement may be amended only in writing duly authorized, executed and delivered by each party to this Agreement.
- (d) **Notices:** Any notice given hereunder by any party shall be delivered simultaneously to all parties hereto at the respective addresses thereof set forth on the signature page hereof.
- (e) **No Joint Venture:** Each party hereto agrees that (1) this Agreement shall not operate or be construed to create a joint venture or partnership among the parties hereto and (2) it shall be solely responsible for the administration of its respective agreements and relationships with the other parties hereto.
- (f) **No Other Beneficiaries:** Each party hereto agrees that the Agreement is solely for the benefit of the parties hereto and the successors and assigns thereof and no other person shall have any benefit, interest or rights under or by virtue of this Agreement.

IN WITNESS WHEREOF, the Board and the City have each caused this Agreement to be executed in the name thereof, under seal, by an officer thereof duly authorized thereunto on the above Effective Date.

**COUNTY BOARD OF EDUCATION OF
BALDWIN COUNTY, ALABAMA**

By: _____
President

Address: 2600 North Hand Avenue
Bay Minette, AL 36507

CITY OF FAIRHOPE, ALABAMA

By: _____
Mayor

Address: P. O. Drawer 429
Fairhope, AL 36533

Exhibit A
to
Local Public School Agreement

Description of District

APPENDIX E

Form of City Proceedings

**EXCERPTS FROM THE MINUTES OF A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA**

**In the Matter of
A Special 3 Mill Ad Valorem School District Tax
under
Amendment No. 382 to the Constitution of Alabama of 1901, as amended**

The City Council of the City of Fairhope, Alabama met in regular public session at City Hall in the City of Fairhope, Alabama, at 6:00 p.m. on March 7, 2019.

The meeting was called to order by the Council President, and the roll was called with the following results:

Present:

Absent:

* * *

The Council President stated that a quorum was present and that the meeting was open for the transaction of business.

* * *

Thereupon, the following Resolution was introduced in writing by the Council President and considered by the City Council:

RESOLUTION NO. _____

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

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

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

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

[SEE ATTACHED LISTS AND PHOTOGRAPHS OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 7TH DAY OF MARCH, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

FOURTH QUARTER SURPLUS LIST

RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	1995 Ford F250	269,570.90	1995	
GOV DEAL	LOMBARDINI PUMP/TRAILER (INOP)	747.4 HRS		
GOV DEAL	CAT 416B	7210 HRS	1994	
GOV DEAL	INTERNATIONAL 4900/PETERSON BODY	81,257 M/12	2001	
GOV DEAL	INTERNATIONAL 4700/PETERSON BODY	116,664M/30	198	
GOV DEAL	RADAR/SPEED MACHINE (INOP)			
GOV DEAL	JACOBSEN SUBSOILER PTO-DRIVEN			
GOV DEAL	CARRIER GEMINI SPLIT AC 30 TON			
GOV DEAL	GRACO LINE LAZER PAINT MACHINE (INOP)			
GOV DEAL	FORD 7840-BD76822	719.4		
GOV DEAL	CAT BUCKET 30" 416B/420B			
GOV DEAL	CAT BUCKET 30" 416B/420B 208-5245			
GOV DEAL	DITCHWITCH TRAILER T8A TANDEN AXLE			
GOV DEAL	TOILETTRIES 1 PALLET			
GOV DEAL	SCAG WALK BEHIND MOWER 48"			
GOV DEAL	MOSQUITO SPRAYER			
DISPOSAL	HONDA E6500 GENERATOR (INOP)			
GOV DEAL	CLIPPER DUO WINDSOR CARPET CLEANER			S/N 1.00906EH3
GOV DEAL	STEAM PAN TABLE			

RESOLUTION NO. _____

**RESOLUTION TO ADOPT THE EFFECTIVE FLOOD INSURANCE STUDY
AND ITS ACCOMPANYING FLOOD INSURANCE RATE MAPS (FIRM)**

WHEREAS, the City of Fairhope, Alabama has enacted a Flood Damage Prevention Ordinance to control land development within all Special Flood Hazard Areas within the jurisdiction, including extra-territorial jurisdiction (ETJ) of the City of Fairhope; and

WHEREAS, in order to comply with the minimum criteria of the National Flood Insurance Program (NFIP) [44 CFR 60.3(d), the City of Fairhope, Alabama must adopt the effective Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM); and

WHEREAS, at the duly held meeting on March 7, 2019, the Fairhope City Council recommended approval of the proposed adoption of the new flood maps; and

WHEREAS, the City of Fairhope, Alabama conducted a duly advertised public hearing on the draft amendments to the effective FIS and its accompanying FIRM at a public Open House at the Fairhope City Council Chambers on Tuesday, August 29, 2017, and participated in the Baldwin County Flood Map Open House Meeting in Foley, Alabama on November 9, 2017;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby adopts the effective Flood Insurance Study (FIS) and its accompanying Flood Insurance Rate Maps (FIRM) dated April 19, 2019.

Adopted this the 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to RFP Number 001-18 for the Natural Gas Distribution System Leak Detection Survey for Gas Department with Leak Detection Services, Inc. The Amendment is a change in services with a corresponding change in the cost per hour, which includes a visual inspection of all service meters and above ground facilities related to service installations to meet the atmospheric corrosion inspection requirement in the Department of Transportation Pipeline Safety Regulations. This change increased the original contract cost from \$81,972.50 to \$99,644.60.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

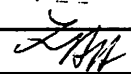
Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/27/2019

Please return this Routing Sheet to Treasurer by: ASAP



Project Name: Amendment #1 RFP 001-18 Natural Gas Distribution Leak Detection Survey

Project Location: Various-gas system

Presented to City Council: 3/7/2019

Funding Request Sponsor: Richard Peterson, Director of Operations

Project Cash Requirement Requested:
 Cost: \$ 99,644.60 original contract \$81,972.50
 increase \$17,672.10

Vendor: Leak Detection Services, Inc.

Project Engineer: n/a

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

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Department Funding This Project							
General	Gas XXX	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: Expensed XXX Capitalized _____ Inventoried _____

Funding Source: Operating Expenses XXX Budgeted Capital _____ Unfunded _____

Expense Code: 002-50290 Grant: _____ Federal - not to exceed amount State _____ City _____

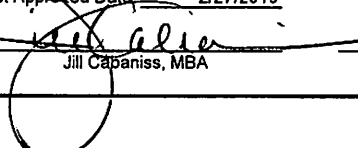
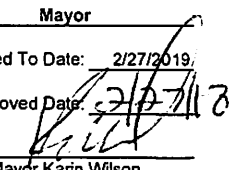
G/L Acct Name: Professional Services Bond: _____ Title _____ Year _____ Loan: _____ Title _____ Year _____

Project Budgeted: \$30,000.00 Capital Lease: _____ Payment _____ Term _____

Over (Under) budget amount: \$69,644.60

Comments:

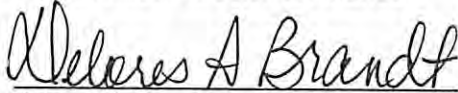
City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	<u>Finance Director</u> Purchasing Memo Date: <u>2/26/2019</u> Request Approved Date: <u>2/27/2019</u>  Jill Capariss, MBA	<u>Mayor</u> Delivered To Date: <u>2/27/2019</u> Approved Date: <u>2/27/2019</u>  Mayor Karin Wilson
---	--	---



MEMO

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 26, 2019

Re: Request for Council Approval of Contract **Amendment #1 RFP 001-18 Natural Gas Distribution System Leak Detection Survey**

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

The Operations Director, Richard Peterson and the awarded contractor, **Leak Detection Services Inc**, request approval of **Amendment #1 RFP 001-18 Natural Gas Distribution System Leak Detection Survey (see attached)**.

This Amendment #1 is a **change in services with a corresponding change in the cost per hour**, which **includes a visual inspection of all service meters and above ground facilities related to service installations to meet the atmospheric corrosion inspection requirement in the Department of Transportation Pipeline Safety Regulations** which requires such inspections to be performed in three year intervals but not to exceed thirty-nine (39) months. These services have been determined to be required, along with the already approved services.

The change in the hourly amount for the added required work has resulted in request for compensation of the additional related Services, by a change in the hourly amount from \$110.00 per hour to \$140.00 per hour with the agreed changes in the work (as described above. This results in an **increase to the original Contract cost-- from \$81,972.50 to NINETY-NINE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND SIXTY CENTS (\$99,644.60)**, an increase of \$ 17,672.10 from original agreement.

161 North Section Street
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

NOTES: See attached quotations for details.

Cc: file, R Peterson

Leak Detection Service Inc
 801 S Harvard / P O Box 1185
 Perryton, TX 79070
 kerry@leakdetectionserviceinc.com
 www.leakdetectionserviceinc.com

ESTIMATE

ADDRESS
 City of Fairhope Gas
 Department
 P O Drawer 429
 Fairhope, AL 36533

ESTIMATE # 1004
DATE 10/07/2018
EXPIRATION DATE 10/07/2019

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Leak Survey	Survey of the 553 miles of Main gas lines	553	110.00	60,909.00
Leak Survey	Survey of services	14,095	1.50	21,142.50
TOTAL				\$81,972.50

553.84
14738
 increased to \$140 (+22%)
 60,909.40
 21,107.00
 83,029.40

Accepted By

Accepted Date

+1056.90
99,644.60
+17,672.10

Leak Detection Service Inc
801 S Harvard / P O Box 1185
Perryton, TX 79070
kerry@leakdetectionserviceinc.com
www.leakdetectionserviceinc.com

INVOICE

BILL TO
City of Fairhope Gas
Department

INVOICE # 1031
DATE 02/18/2019
DUE DATE 03/20/2019
TERMS Net 30

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Leak Survey	Survey of the city Fairhope Utility	407	140.00	56,980.00
Leak Survey	Survey of meters	12,028	1.50	18,042.00

BALANCE DUE **\$75,022.00**

Leak Detection Service Inc
801 S Harvard / P O Box 1185
Perryton, TX 79070
kerry@leakdetectionserviceinc.com
www.leakdetectionserviceinc.com

INVOICE

BILL TO
City of Fairhope Gas
Department

INVOICE # 1030
DATE 01/31/2019
DUE DATE 01/31/2019
TERMS Due on receipt

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
LEAK SURVEY	Survey of gas lines	146.84	140.00	20,557.60
LEAK SURVEY	Survey of services	2,710	1.50	4,065.00

BALANCE DUE **\$24,622.60**

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIHOPE, ALABAMA, That the City Council of Fairhope desires to complete the full leak survey of the natural gas system, including a visual inspection of all service meters and above ground facilities relating to service installations to meet the atmospheric corrosion inspection requirement in the Department of Transportation, Pipeline Safety Regulations, which requires such inspections be performed on a three year interval, but not to exceed thirty nine months. The staff recommends adding this requirement to the leak survey scope of work.

Furthermore, the City Council approves the required funding this additional work through a change in the contract amount, negotiated with Leak Detection Service, Inc. for an additional \$30.00 per mile of gas main, or \$16,590.00 for the 553 miles of gas main estimated in the system.

Adopted on this 25th day of February 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 2/25/2019

Name: Richard Peterson **Department:** Gas Department

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? Invoice from Leak Detection Service, Inc.

Where will it be located? It is a service for the gas department to fulfill DOT Regulatory Compliance requirements.

What is the purpose of the item or service? See Above

How many do you need? one

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? The service is near completion

Additional Information or Comments: This was a contract for Leak Detection Services

BUDGET INFORMATION

What is the total cost of the item or service? Contract was for approximately \$86,000

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? The cost of the contract

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.

Dee Dee Brandt

From: Richard Peterson
Sent: Wednesday, February 27, 2019 8:35 AM
To: Dee Dee Brandt
Cc: Terry Holman
Subject: FW: Fairhope Utilities - Gas.pdf
Attachments: RE: Information

Importance: High

Dee Dee,

FYI,

Mark was the field representative for Leak Detection Service Inc., while Kerry managed the project from their home office. The decision to add the extra price was to accomplish our Atmospheric Corrosion Survey while we were performing the leak survey. Both are DOT regulatory requirements that we were not current with from a compliance perspective. Now we are. The attached email further verifies this.

Thanks!

Richard

From: Kerry <kerry@leakdetectionseviceinc.com>
Sent: Monday, January 14, 2019 2:28 PM
To: Richard Peterson <richard.peterson@fairhopeal.gov>
Cc: Hunter Gwynn <hunter.gwynn@fairhopeal.gov>
Subject: RE: Fairhope Utilities - Gas.pdf
Importance: High

Richard,
I just got off the phone with Mark. The following has been changed.
\$140 / mile

I also need to speak to somebody on the meters to get the information so I can download them into the online map as well.

Thanks
Kerry

Kerry Davis
Leak Detection Service Inc
801 S Harvard
Perryton TX 79070
806-648-1512
806-202-1726
www.gasleakfinder.com
www.leakdetectionseviceinc.com

*Next time the Devil reminds you of your past,
Remind him of his future.*

From: Richard Peterson <richard.peterson@fairhopeal.gov>
Sent: Tuesday, December 18, 2018 11:02 AM
To: Kerry <kerry@leakdetectionserviceinc.com>
Cc: Hunter Gwynn <hunter.gwynn@fairhopeal.gov>
Subject: Fairhope Utilities - Gas.pdf

Hi Kerry,

The attached pdf is a map of the gas system. I understand you may require a shape file, which Hunter may be able to help you with. Can you please work with Hunter to get the map data base as you will need it for the survey?

Thanks,

Richard

Dee Dee Brandt

From: Richard Peterson
Sent: Thursday, January 24, 2019 2:16 PM
To: kerry@leakdetectionseviceinc.com
Cc: Terry Holman
Subject: RE: Information

Hi Kerry,

Yes, we agree to the \$140.00/ mile, based on walking each service for corrosion inspection. Terry can confirm this.

Richard

From: kerry@leakdetectionseviceinc.com <kerry@leakdetectionseviceinc.com>
Sent: Thursday, January 24, 2019 12:12 PM
To: Richard Peterson <richard.peterson@fairhopeal.gov>
Subject: RE: Information

Richard I am out of the office today but I am needing confirmation that we are charging \$140/mile. Can you send me an email stating it's approved please

On Jan 18, 2019 4:37 PM, Richard Peterson <richard.peterson@fairhopeal.gov> wrote:

Hi Kerry,

I think the spreadsheet is okay for the meters. Terry can confirm this. I also want you to know that we do want you to proceed with the survey.

Thanks and have a great weekend!

Richard

From: Kerry <kerry@leakdetectionseviceinc.com>
Sent: Friday, January 18, 2019 4:06 PM
To: Richard Peterson <richard.peterson@fairhopeal.gov>; Terry Holman <terry.holman@cofairhope.com>
Subject: Information
Importance: High

The attached information is until January 17. Do you want the meters on the leak forms or is the spreadsheet ok?

Kerry Davis

Leak Detection Service Inc

801 S Harvard

Perryton TX 79070

806-648-1512

806-202-1726

www.gasleakfinder.com

www.leakdetectionserviceinc.com

Next time the Devil reminds you of your past,

Remind him of his future.

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

AMENDMENT #1

RFP 001-18 Natural Gas Distribution System
Leak Detection Survey

CITY OF FAIRHOPE, AL

MAYOR

Karin Wilson

FAIRHOPE CITY COUNCIL

Jack Burrell, Council President

Set No. _____

AMENDMENT #1
CONTRACT RFP 001-18 Natural Gas Distribution
System Leak Detection Survey

This Amendment #1 to Contract is made and entered into by and between the City of Fairhope, Alabama and Leak Detection Services, Inc. for an increase in the fees for

RFP 001-18 Natural Gas Distribution System Leak Detection Survey

on this _____ of March, 2019.

Recitals

WHEREAS, Leak Detection Services, Inc. was awarded a Contract to perform gas system leak detection survey, with an estimated total amount of \$81,972.50, for the City of Fairhope on January 9, 2019; and

WHEREAS, the City of Fairhope, Alabama now has need for additional related Services for RFP 001-18 to include a visual inspection of all service meters and above ground facilities related to service installations to meet the atmospheric corrosion inspection requirement in the Department of Transportation Pipeline Safety Regulations which requires such inspections to be performed in three year intervals but not to exceed thirty-nine (39) months. These services have been determined to be needed as required, along with the already approved services.

WHEREAS, Leak Detection Services Inc. and Richard Peterson, Director of Operations, are submitting a request for compensation of the additional related Services, by a change in the hourly amount from \$110.00 per mile to \$140.00 per mile with the agreed changes in the work as described above

Agreement

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

AMEND this Contract to include increasing the Contracted hourly amount from \$110.00 per hour to **ONE HUNDRED FORTY DOLLARS (\$140.00)** per mile which increases the Contract amount, including the new work, by **Seventeen Thousand Six Hundred Seventy-Two Dollars and Ten Cents (\$17,672.10)** and the **NEW Contract total, due to the additional atmospheric corrosion inspection services requested, to NINETY-NINE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND SIXTY CENTS (\$99,644.60)**

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. 3068-18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute a contract with Magnolia River for Professional Consultant Services for RFQ No. PS015-18, Cast Iron Replacement Program with System Mapping and System Modeling for the Gas Department (RFQ No. PS015-18) with a not-to-exceed amount of \$70,000.00.

DULY ADOPTED THIS 7TH DAY OF MARCH, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

2/22/2019 4:48:23

Issuing Date: 2/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

JAW

Project Name: Request for acceptance of not to exceed amount and authorize Mayor to execute the associated contract for RFQ PS015-18
Cast iron replacement program with system mapping and system modeling

Project Location: Various-gas system

Presented to City Council: 3/11/2019 Resolution # : _____
 Approved _____

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

Project Cash Requirement Requested:
 Cost: \$ 70,000.00 (not to exceed)

Vendor: Magnolia River Services

Project Engineer: n/a

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

Department Funding This Project							
General	Gas XXX	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: Expensed XXX Funding Source: Operating Expenses XXX
 Capitalized _____ Budgeted Capital _____
 Inventoried _____ Unfunded _____

Expense Code: 002-50290 Grant: _____ Federal - not to exceed amount
 G/L Acct Name: Professional Services State _____
 City _____

Project Budgeted: \$75,000.00 Bond: _____ Title _____ Year _____
 Over (Under) budget amount: (\$5,000.00) Loan: _____ Title _____ Year _____

Comments: _____ Capital Lease: _____ Payment _____ Term _____

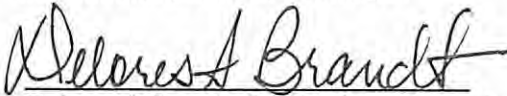
City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/21/2019</u>	Delivered To Date: <u>2/22/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/22/2019</u>	Approved Date: <u>2/22/2019</u>
Signatures: _____	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 21, 2019

Re: Council to authorize Mayor to sign contract for **RFQ PS015-18 Cast Iron Replacement Program with System Mapping And System Modeling**

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

The City needs to hire a professional engineering firm for **RFQ PS015-18 Cast Iron Replacement Program with System Mapping and System Modeling**

The work for this RFQ will include Review the Natural Gas System Map information for accuracy, create the data base for modeling the High-Pressure Distribution Network and work with the staff of Fairhope Utilities to develop a priority based plan for Cast Iron Replacement, based on a five-year replacement strategy.

City Council and Mayor selected **Magnolia River Services** of Mobile, AL, to perform the referenced services, and authorized the Mayor to negotiate a fee schedule and not-to-exceed amount. **The Not-to-Exceed amount for the RFQ is SEVENTY THOUSAND DOLLARS (\$70,000.00).**

Please move this procurement of professional services forward to the City Council for approval of the Mayor to execute the contract for the professional services.

Please place on the next available City Council Agenda this request for City Council to accept the not to exceed amount of \$70,000.00 and authorize he Mayor to execute the associated contract for RFQ PS015-18 Cast Iron Replacement Program with System Mapping and System Modeling

Cc: file; R. Peterson, Jay Whitman

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

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

EXHIBIT "A"

FEE SCHEDULE

1. Review the CITY's Natural Gas System Maps with system personnel to validate the accuracy and update the maps. This may include several days of field work where CITY personnel would accompany CONSULTANT personnel to validate areas of the system not fully mapped, abandoned or recently upgraded. Create a template for DOT Compliance, using map layers and attributes for recording required maintenance functions, including performed maintenance tasks, photographic documentation and equipment asset data for Critical Valves, District Regulator Stations, and Cathodic Test Stations and Rectifier Units.....\$25,000.00

2. Model the High-Pressure Distribution System, using CITY provided gate station flows and billing data to predict gas flows at critical high pressure and low-pressure (District Regulator Stations and other regulator stations as determined) nodes within the system.....\$15,000.00

3. Model the Low-Pressure Distribution System associated with each District Regulator Station using CITY provided billing information to determine the demand at critical nodes.....\$25,000.00


4. Create a priority based, 5 year plan for Cast Iron Replacement Program, based on class location and levelized cost.....\$5,000.00

TOTAL FEE.....\$70,000.00

RESOLUTION NO. 3068-18

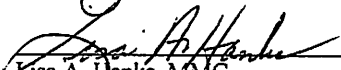
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Magnolia River for Professional Consultant Services for RFQ No. PS015-18, Cast Iron Replacement Program with System Mapping and System Modeling; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.

DULY ADOPTED THIS 15TH DAY OF MAY, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to Purchase a Merry-Go-Round for Fels Park for the Recreation Department and the requested equipment is available for direct procurement through the U. S. Communities Buying Group Contract; and therefore, does not have to be let out for bid. The cost is \$5,379.31: funding by the Fairhope Kiwanis of \$4,000.00 and the City of Fairhope \$1,379.31.

Adopted on this 17th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

FEB 28 '19 4:18:23

Project Name: Procurement of merry-go-round *JAW*

Project Location: Fels Park

Presented to City Council: 3/11/2019 Resolution #: _____
Approved _____

Funding Request Sponsor: Tom Kuhl, Parks and Recreation Director Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 5,379.31

Vendor: J.A. Dawson & Company
US Communities Contract #2017001134

Project Engineer: n/a

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

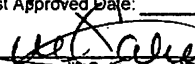
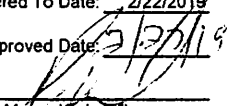
Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25 : XXX	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be: _____ Funding Source: _____

Expensed <u>XXX</u> Capitalized _____ Inventoried _____	Operating Expenses <u>XXX</u> Budgeted Capital _____ Unfunded _____	\$4,000 contribution from Kiwanis Club received at 2/11/19 Council Meeting
Expense Code: <u>001250-50340</u> G/L Acct Name: <u>General Supplies</u>	Grant: _____ _____ _____	Federal - not to exceed amount State _____ City _____
Project Budgeted: <u>\$0.00</u>	Bond: _____ Loan: _____ _____ _____	Title _____ Year _____ Title _____ Year _____ _____ _____
Over (Under) budget amount: <u>\$5,379.31</u> net (\$1,379.31) including contribution	Capital Lease: _____	Payment _____ Term _____

Comments:

City Council Prior Approval/Date? No


_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/21/2019</u>	Delivered To Date: <u>2/22/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/22/2019</u>	Approved Date: <u>2/22/19</u>
Signatures: _____	 Jill Cabanis, MBA	 Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 21, 2019

Request Greensheet for under \$7,500 procurement of new unbudgeted Merry-go-round at Fells Park for the Recreation Department with a contribution from the local Kiwanis Club

The Kiwanis Club has submitted a check for \$4000 at the Council Meeting held on February 11, 2019 to assist in the purchase of the merry go round. The total cost of the procurement is FIVE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND THIRTY-ONE CENTS (\$5,379.31). This item can be purchased through U S Communities Contract #2017001134, and does not need to be bid out. See attached quote.

Equipment cost:	\$5,379.31
Kiwanis contribution	\$4,000.00

Please compose a greensheet to approve this procurement through US Communities of a new merry-go-round at Fells Park for the Recreation Department at a total cost of \$5,379.31.

Cc: file, T Kuhl

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: 2/8/2019 Department: Recreation

Requestor's Name: Tom Kuhl

ITEM INFORMATION

Item/Service Requested: Merry Go Round Fells Park

Amount Requested: \$5,379.31

Budgeted Not Budgeted Emergency Request

Brief Description: Merry go round Fels St Park \$ 4,000. Being reimbursed by Kiwanis Club

Quantity Requested: 1

Item Is: New Used Replacement Annual Request

Anticipated Implementation Date: Click or tap to enter a date.

SPECIAL CONSIDERATIONS

State Contract ALDOT Purchasing Group Sole Source

Purchasing Group Name: USC #2017001134

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

Additional Information or Comments: \$4,000. Being reimbursed by Kiwanis Club

PURCHASING USE ONLY

Date Initial Information Received: _____

Bid/RFP/RFQ Number: _____ Greensheet



c/o J.A. Dawson & Company
 P.O. Box 1178
 Pelham, AL 35124
 Phone: 800-221-8869
 Fax: 205-663-5012

QUOTE
 #70501

02/08/2019

City of Fairhope Merry-Go-All

City of Fairhope Parks and Recreation
 Attn: Tom Kuhl
 555 South Section Street
 Fairhope, AL 36532
 Phone: 251-928-8003
 tom.kuhl@fairhopeal.gov

Ship To Zip: 36532

Quantity	Part #	Description	Unit Price	Amount
1	5055	Game Time - Merry-Go-All	\$5,466.00	\$5,466.00

Contract: USC

SubTotal: \$5,466.00
 Discount: (\$491.94)
 Freight: \$405.25
Total Amount: \$5,379.31

U.S. Communities Contract #2017001134

Purchase Orders must be made out to GameTime when purchasing through the US Communities contract.

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS

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 John Deere 4x4 Side by Side Maintenance Vehicle for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$13,062.72.

[2] That Resolution No. 3277-18 adopted on December 20, 2018 is hereby repealed.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/21/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: <u>Procurement of (1) one John Deere XUV825E 4x4 Side-by-Side Maintenance Vehicle</u>		FEB 21 11 19 AM 2019
Project Location: <u>Gas Department</u>		Resolution # : _____
Presented to City Council: <u>3/11/2019</u>		Approved _____
Funding Request Sponsor: <u>Terry Holman, Gas Superintendent</u>		Changed _____
		Rejected _____
Project Cash Requirement Requested: Cost: <u>\$ 13,062.72</u>		
Vendor: <u>Beard Equipment Company, Inc.</u>		
Project Engineer: <u>n/a</u>		
Order Date: <u>n/a</u>	Lead Time: <u>30-45 days</u>	

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

Project will be:		Funding Source:	
Expensed _____	Capitalized <u>XXX</u>	Operating Expenses _____	Budgeted Capital <u>XXX</u>
Inventoried _____		Unfunded _____	
Expense Code: <u>002-16030</u>		Grant: _____	Federal - not to exceed amount
G/L Acct Name: <u>Capital Purchases - Vehicles and Equipment</u>			State _____
			City _____
Project Budgeted: <u>\$14,000.00</u>		Bond: _____	Title _____ Year _____
Over (Under) budget amount: <u>(\$937.28)</u>		Loan: _____	Title _____ Year _____
Comments: <div style="border: 1px solid black; width: 300px; height: 20px;"></div>		Capital Lease: _____	Payment _____ Term _____

City Council Prior Approval/Date? <u>No</u>		
_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/20/2019</u>	Delivered To Date: <u>2/21/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/21/2019</u>	Approved Date: <u>2/21/19</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson



MEMO

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

Date: February 20, 2019

Re: Greensheet / City Council agenda to approve over \$10,000.00 2019 budgeted acquisition of John Deere 4X4 Side-by-Side Maintenance Vehicle for the Gas Dept through the SOURCEWELL Buying Group contract.

Karin Wilson
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

The Gas Department has requested the acquisition of **John Deere XUV825E (MY19) 4X4 Side-by-Side Maintenance Vehicle** and is a line item for \$14,000.00 in the 2019 City of Fairhope budget. The equipment will be obtained through **Deere & Company**, holding the contract with **SOURCEWELL Grounds Maintenance 062117-DAC (PG NB CG 70)** and is being processed through local company **Beard Equipment Company, Inc.** This is a **savings** of \$1,951.90 from the suggested retail price.

The Gas Department recommends the award be made to Deere & Company of Mobile, AL, in the amount of **THIRTEEN THOUSAND SIXTY-TWO DOLLARS AND SEVENTY-TWO CENTS \$13,062.72).**

Lead Time ARO: 30-45 days. The current leased equipment will be available on a month to month basis until the new units arrive.

Please prepare a greensheet and place on the next City Council Agenda this request to award John Deere XUV825E (MY19) to Deere & Company through the SOURCEWELL buying group, in the amount of \$13,062.72.

Cc: file, T Holman

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

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 2/13/2019

Name: Terry Holman **Department:** Gas

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? John Deere Side by Side 4 x 4.

Where will it be located? Gas Department

What is the purpose of the item or service? To maintain our Gas Right of Ways

How many do you need? one

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? ASAP

Additional Information or Comments: The ROW we have is not accessible to a full-sized vehicle in most cases.

BUDGET INFORMATION

What is the total cost of the item or service? 13,062.72

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? 14,000

State Contract ALDOT

Purchasing Group **Purchasing Group Name:** Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)

Sole Source **Sole Source Justification:** [Click or tap here to enter text.](#)



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Beard Equipment Company
 2480 E 165 Service Road N
 Mobile, AL 36617
 800-848-8563
 JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:
 City Of Fairhope Main Warehouse
 555 S Section St
 Fairhope, AL 36532
 Business: 251-928-8003

Delivering Dealer:
Beard Equipment Company
 Brad Rounsaville
 2480 E 165 Service Road N
 Mobile, AL 36617
 Phone: 800-848-8563
 brounsaville@beardequipment.com

Quote ID: 18877882
Created On: 28 January 2019
Last Modified On: 28 January 2019
Expiration Date: 28 February 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV825E (MY19)	\$ 15,014.62	\$ 13,062.72 X	1 =	\$ 13,062.72
Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70)				
Price Effective Date: January 28, 2019				
Equipment Total				\$ 13,062.72

Quote Summary

Equipment Total	\$ 13,062.72
Trade In	
SubTotal	\$ 13,062.72
Est. Service Agreement Tax	\$ 0.00
Total	\$ 13,062.72
Balance Due	\$ 13,062.72

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



Selling Equipment

Quote Id: 18877882

Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE XUV825E (MY19)

Contract: Sourcewell Grounds Maintenance 062117-DAC
(PG NB CG 70)

Suggested List *
\$ 15,014.62

Price Effective Date: January 28, 2019

Selling Price *
\$ 13,062.72

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
57A2M	XUV825E (MY19)	1	\$ 13,359.00	13.00	\$ 1,736.67	\$ 11,622.33	\$ 11,622.33
001A	US/Canada	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
1029	Yellow Steel Wheels Terra Hawk All Terrain Tires	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2006	Bench Seat - Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3001	Cargo Box with Paint and Reflectors	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Manual Lift	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4000	OPS with nets	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4030	Black Roof	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Package	1	\$ 0.00	13.00	\$ 0.00	\$ 0.00	\$ 0.00
4201	Front Brush Guard	1	\$ 255.00	13.00	\$ 33.15	\$ 221.85	\$ 221.85
	Standard Options Total		\$ 255.00		\$ 33.15	\$ 221.85	\$ 221.85
BM26182	Beacon Light Harness Kit	1	\$ 70.61	13.00	\$ 9.18	\$ 61.43	\$ 61.43
BM25553	Beacon Light	1	\$ 257.87	13.00	\$ 33.52	\$ 224.35	\$ 224.35
BM24591	Brake and Tail Light Kit	1	\$ 173.34	13.00	\$ 22.53	\$ 150.81	\$ 150.81
BM24089	Occupant Protective Structure (OPS) Switch Bank	1	\$ 75.97	13.00	\$ 9.88	\$ 66.09	\$ 66.09
BM26741	WARN ProVantage 3500 lb Winch	1	\$ 628.09	13.00	\$ 81.65	\$ 546.44	\$ 546.44
BM24466	Winch Bumper Mount Kit 1587-kg (3500-lb)	1	\$ 194.74	13.00	\$ 25.32	\$ 169.42	\$ 169.42
	Dealer Attachments Total		\$ 1,400.62		\$ 182.08	\$ 1,218.54	\$ 1,218.54



JOHN DEERE



Selling Equipment

Quote Id: 18877882 Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Suggested Price			\$ 13,062.72
Total Selling Price	\$ 15,014.62	\$ 1,951.90	\$ 13,062.72 \$ 13,062.72

Dee Dee Brandt

From: Clint Steadham
Sent: Wednesday, February 20, 2019 1:18 PM
To: Dee Dee Brandt
Subject: FW: STATE CONTRACT JOHN DEERE XUV825E (MY19)

From: Watts, Crist <Crist.Watts@purchasing.alabama.gov>
Sent: Wednesday, February 20, 2019 1:17 PM
To: Clint Steadham <clint.steadham@cofairhope.com>
Subject: RE: STATE CONTRACT JOHN DEERE XUV825E (MY19)

No UTV on contract.

From: Clint Steadham [mailto:clint.steadham@cofairhope.com]
Sent: Wednesday, February 20, 2019 12:00 PM
To: Watts, Crist <Crist.Watts@purchasing.alabama.gov>
Subject: RE: STATE CONTRACT JOHN DEERE XUV825E (MY19)

This is a SIDE BY SIDE UTILITY JOHN DEERE.

From: Watts, Crist <Crist.Watts@purchasing.alabama.gov>
Sent: Wednesday, February 20, 2019 11:45 AM
To: Clint Steadham <clint.steadham@cofairhope.com>
Subject: RE: STATE CONTRACT JOHN DEERE XUV825E (MY19)

There are Deeres on the contract, not sure if that model specific, you will have to look at the contract T222 on our website.

From: Clint Steadham [mailto:clint.steadham@cofairhope.com]
Sent: Wednesday, February 20, 2019 11:42 AM
To: Watts, Crist <Crist.Watts@purchasing.alabama.gov>
Cc: Dee Dee Brandt <deedee.brandt@cofairhope.com>
Subject: STATE CONTRACT JOHN DEERE XUV825E (MY19)

Crist, Is this equipment on the Alabama State Contract JOHN DEERE XUV825E (MY19)

RESOLUTION NO. 3277-18

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 John Deere 4x4 Side by Side Maintenance Vehicle for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$12,366.75.

Adopted on this 20th day of December, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

That's why it is
being re-done w/
new price.

Lisa, 2-21-19
I spoke w/ DeeDee
about this. This was
the same 4x4 that
had a Green Sheet back
in Dec. DeeDee said
that it never got done &
that when they went to
purchase price had changed.

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 XLT Transit Wagon for the IT 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 2019 Ford XLT Transit Wagon **Cost is \$24,217.00**

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 2/27/2019

Please return this Routing Sheet to Treasurer by: ASAP

LM

Project Name: Procurement of one (1) 2019 Ford Transit Connect XLT wagon

Project Location: IT Department

Presented to City Council: 3/7/2019

Funding Request Sponsor: Jeff Montgomery, IT Director

Project Cash Requirement Requested:
Cost: \$ 24,217.00
AL State Bid No T191A

Vendor: Stivers Ford Lincoln of Montgomery, AL

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project will be: Expensed _____ Capitalized XXX Inventoried _____

Funding Source: Operating Expenses _____ Budgeted Capital XXX Unfunded _____

Expense Code: 001100-50470; 002,003,004-16030

G/L Acct Name: Capital Purchases - Vehicles and Equipment

Project Budgeted: \$25,000.00

Over (Under) budget amount: (\$783.00)

Comments:

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

Bond: _____ Title _____ Year _____

Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<p>City Treasurer</p> <p>Purchasing Memo Date: _____</p> <p>Request Approved Date: _____</p> <p>Signatures: _____</p>	<p>Finance Director</p> <p>Purchasing Memo Date: <u>2/26/2019</u></p> <p>Request Approved Date: <u>2/27/2019</u></p> <p><i>Jill Cabaniss</i> Jill Cabaniss, MBA</p>	<p>Mayor</p> <p>Delivered To Date: <u>2/27/2019</u></p> <p>Approved Date: <u>2/27/18</u></p> <p><i>Karin Wilson</i> Mayor Karin Wilson</p>
---	---	--



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Council Members:

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

Date: February 26, 2019

Re: **Greensheet --CC Approval request for Procurement of ONE operational budgeted Ford XLT Transit Connect Wagon over \$10,000 for the IT Department**

Lisa A. Hanks, MMC
City Clerk

The IT Department is requesting procurement of **ONE (1) 2019 FORD Transit Connect XLT Wagon** as requested by Jeff Montgomery, IT Director. The budgeted amount for FY2019 is \$25,000 (as requested at time of budget projections). The best pricing is from the State of Alabama Bid Number T191A. Line 18 for **TWENTY-FOUR THOUSAND TWO HUNDRED SEVENTEEN DOLLARS (\$24,217.00) and includes delivery**

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 budgeted procurement for the IT Department of one (1) 2019 Ford Transit Connect XLT Wagon from STIVERS Ford Lincoln of Montgomery, AL at a cost of \$24,217.00

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

cc: file, J Montgomery

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Date: 2/26/2019

Name: Jeff Montgomery **Department:** IT

ITEM OR SERVICE INFORMATION

What item or service do you need to purchase? New City Vehicle

Where will it be located? On the Road

What is the purpose of the item or service? New Budgeted IT Vechilke

How many do you need? 1

Item or Service Is: New Used Replacement Annual Request

When do you anticipate implementation? On Delivery

Additional Information or Comments: Click or tap here to enter text.

BUDGET INFORMATION

What is the total cost of the item or service? Click or tap here to enter text. \$24,217

Is it budgeted? Yes No Emergency Request

If budgeted, what is the budgeted amount? Click or tap here to enter text.

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.

Craig McAdams
 334-613-5046
 334-613-5018

STIVERS FORD LINCOLN
 4000 EASTERN BLVD
 MONTGOMERY, AL 36116

Last Updated: 2/12/2019
 Revision: 19.0

2019 FORD TRANSIT CONNECT XLT WAGON SWB WHEELBASE - FAIRHOPE IT

CONTRACT NUMBER: MA999 16000000008 (T191A) Line Number 18 **CONTRACT AMOUNT: \$21,191**

MODEL SERIES E8F **ORDER CODE** 210A

INCLUDES: 2.5L I4 169 Horsepower FFV Engine, 6 Spd Auto, FWD, 105" Wheelbase, Rear Lift Gate w/ Glass, Roof Rails,
 4 Way Manual Adjust Steering Wheel, Air Conditioning, Carpet Flooring (includes Cargo Area), 215/55R16 97H XL,
 AM/FM/CD Radio, Power 6-way Driver & Manual 4-way Passenger Seat, Air Bags-Front & Safety Canopy Side-
 Curtain Airbags, Fog Lamps, Power Windows, Locks & Mirrors, Rear View Camera, Reverse Sensing System, and SYNC System.

SPECIFICATIONS

STATE CONTRACT PRICE (T191A)			
S7E	Upgrade: XL Van LWB-121" wheelbase w/ 50/50 Swing-out Rear Doors	\$ 21,191	X
992	2.0L I-4 Engine	\$ 2,171	X
448	8 Speed Automatic Transmission	Std	X
51C	HD Battery	Std	X
525	Cruise Control	NC	X
65A	Fixed Rear Glass	\$ 225	X
87R	Key Fobs - 2 Additional	\$ 295	X
		\$ 65	X

COLORS SELECTED:

Z2	Exterior - Frozen White	NC	X
SB	Interior - Ebony Vinyl Seats	Std	X
DLVY	Delivery to Fairhope	\$ 270	X

TOTAL DELIVERED PRICE **\$ 24,217**

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

SIGNATURE: (Required) _____
DATE SIGNED: (Required) _____

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 FY 2019 Inventory Supply of Electrical Underground Wire (1/0 15KV 220m) for the Electric Department with a cost of \$11,450.00.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 2/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

2/22/19

Project Name: Procurement of Electrical 15KV underground wire

Project Location: Electric Department

Presented to City Council: 3/11/2019

Funding Request Sponsor: Michael Allison, Electric Superintendent

Project Cash Requirement Requested:
Cost: \$ 11,450.00

Vendor: Gresco Supply Inc.

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project will be:

Expensed _____
Capitalized _____
Inventoried XXX

Expense Code: 003-14015
G/L Acct Name: Inventory

Project Budgeted: balance sheet item

Over (Under) budget amount: n/a

Comments: Although inventory is not budgeted, Electric Department's expected budgeted cash flow significant enough for funding

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
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: 2/22/2019 Delivered To Date: 2/22/2019

Request Approved Date: _____ Request Approved Date: 2/22/2019 Approved Date: 2/27/19

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



MEMO

Karin Wilson
Mayor

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

Date: February 22, 2019

Re: **Green sheet request for over \$10,000 Budgeted
Procurement of Wire 1/0 15KV underground 220m
For Electric Department**

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

Lisa A. Hanks, MMC
City Clerk

The Electric Department requests approval to procure budgeted FY2019 inventory supply of underground wire (1/0 15KV 220m). Mike Allison, Electric Superintendent solicited 6 quotes from electric contractors and the response from Gresco Supply, Inc was the lowest at **ELEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$11,450.00)** (see attached quotes).

NOTES:
See Attached Vendor Quotation printout for details.

Please compose a green sheet to approve this inventory procurement of electrical 15KV underground wire from Gresco Supply Inc. a cost of \$11,450.00

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Cc: file, M. Allison, J. Morgan

City of Fairhope

555 S Section Street - Fairhope, AL - PO Box 422

Vendor: GRESCO

QUOTE

Requisition #	
Date	2/18/19

ITEM DESCRIPTION	City Stock Number	QTY	EACH	TOTAL
#302 Loadbreak Elbow 1/0 15KV 200A w/test point Insl .750"-1.080" Insl 19.10-27.40MM		50	\$ 23.50	STOCK
#122 Conduit Standoff BRKT 18"		24	\$ 21.30	4-6 weeks
#420 1/0 15KV Prysmian 2 reels @ 2500' Underground Primary 220m w/Jacket		5000	2.29	3-4 weeks
FREIGHT	All STOCK subject to prior sales			
TOTAL QUOTE				

Date needed: Wednesday morning 2/20/19

Price good until: _____

Quote furnished by: Quincy Wells

City of Fairhope

335 S. Section Street - Fairhope, AL - PO Box 422

Vendor: Wesco

QUOTE

Requestion #

Date

2/18/19

ITEM DESCRIPTION	City Stock Number	QTY	EACH	TOTAL
#30.2 Loadbreak Elbow 1/0 15KV 200A w/test point Insl .750"-1.050" Insl 19.10-27.40MM	4-6 weeks	50	\$23.89	\$1194.50
#122 Conduit Standoff BRKT 18" BASOCL6-18H CMCLugs	5-7 weeks	24	\$40.74	\$977.76
#420 1/0 15KV Prysmian Underground Primary 220w w/Jacket		5000		
FREIGHT				Ø
TOTAL QUOTE				\$2172.26

Date needed: Wednesday morning 2/20/19

Price good until: _____

Quote furnished by: Chrrs Hensley



5030 Commerce Park Circle
Suite B
Pensacola, FL 32505

NEHRWESS

www.anixterpowersolutions.com

Phone: 850.494.2117
Fax: 850.494.2754

Quotation: U00575913.00

To: CITY OF FAIRHOPE
555 S SECTION ST
FAIRHOPE, AL 36533

Attn: CLINT STEADHAM
Phone:
Fax:

Issued Date: Feb 20, 2019
Expiration Date: Mar 21, 2019

Sales Contact: Nancy Avery
(P) 407.204.7264
(F) 850.469.9241
nancy.avery@anixter.com

Item	CustLine	Product and Description	Quantity	Price	Unit	Extended
1		NWA-18-2.5-XXX NEHRWESS CONDUIT STANDOFF BRACKET 18" DEL: 2 wks	24	26.150	EA	627.60
2		162LR-B-5240 ELBOW LB BRK 8.3/14.4 200 AMP 1/0 STR-2/0 SOL DEL: 2 wks	50	29.000	EA	1,450.00

SECTION TOTAL: \$2,077.60

QUOTE TOTAL: \$2,077.60

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

For the latest terms & conditions please visit: <https://www.anixterpowersolutions.com/site/legal/purchase-terms.html>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER
 3000568-0000-03

FAIRHO

BILL TO:
 CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP TO:
 CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. QUOTE 2-18-19

CUSTOMER P.O. NO. QUOTE 2-18-19

QUOTATIONQUOTATION***QUOTATION***QUOTATION***QUOTATION***

QUOTATION NUMBER	SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000568-0000-03	308	02/19/19	306	QUOTE 2-18-19	

INSTRUCTIONS		PAGE NO.
		P 1

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	MULT	UNIT PRICE	AMOUNT
ORDERED	S.O. RET.	SHIPPED						
50				*215LE35T LOADBREAK ELBOW, 1/0, 15KV, 200A, WITH TESTPOINT, *SEE 1ST ATTACHMENT	EA		28.4500	1422.50
24				*C6CS018 CONDUIT STANDOFF BRACKET 18" *SEE 2ND ATTACHMENT	EA		35.8500	860.40
5180				1/0 15KV PRIMARY 1/0-19str ALUMINUM PRIMARY CABLE, 220mil TRXLP, 16x14 CU NEUTRAL, 80mil LDPE JACKET, 2500'NRR, SW# 61030701	FT		2.3300	12069.40
5092				1/0 15KV EPR PRIMARY 1/0-19str AL PRIMARY CABLE, 133% EPR INSULATION, 220mil, MOISTURE BLOCK, 16x14 CU NEUT, BLACK JACKET w/RED STRIPE	FT		2.8500	14512.20

TERMS: NET-30
 FREIGHT ALLOWED
 LEAD TIME ITEM #1: 1 WEEK ARO
 ITEM #2: 1 WEEK ARO

CONTINUED

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY 3-1-19	AND ARE FIRM THRU 3-1-19
----------------------------	-------------------------	-----------------------------

BY



TRI-STATE UTILITY PRODUCTS, INC.
 105 ED GARDNER DRIVE
 PELL CITY, ALABAMA 35125
 PHONE: 205-884-7480
 FAX: 205-884-7768

QUOTATION NUMBER
 3000568-0000-03

FAIRHO

BILL TO: CITY OF FAIRHOPE
 P.O. BOX 429
 FAIRHOPE AL 36533

SHIP TO: CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE AL 36532

CUSTOMER P.O. NO. QUOTE 2-18-19

CUSTOMER P.O. NO. QUOTE 2-18-19

QUOTATION **QUOTATION*** **QUOTATION*** **QUOTATION*** **QUOTATION***

QUOTATION NUMBER	SLIP NO.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER	DATE
3000568-0000-03	308	02/19/19	306	QUOTE 2-18-19	

INSTRUCTIONS		PAGE NO.
		P 2

QUANTITY			DISP	ITEM CODE AND DESCRIPTION	U/M	TAXES	UNIT PRICE	AMOUNT
ORDERED	S.O./RET.	SHIPPED						
				ITEM #3 AND #4 IN STOCK *WIRE IS MANUFACTURED BY SOUTHWIRE. WE ALSO QUOTED XLP INSULATION AND EPR				

28,864.50

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

Thank You

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY 3-1-19	AND ARE FIRM THRU 3-1-19
----------------------------	-------------------------	-----------------------------

BY *John B...*



UPI
 1203 PISGAH RD SE
 DECATUR, AL 35603
 256-353-0803
 Fax 256-353-7019

QUOTE TO:

FAIRHOPE PUBLIC UTILITIES
 PO BOX 429
 FAIRHOPE, AL 36532



Quotation

EXPIRATION DATE	QUOTE NUMBER
03/21/2019	S201690568
UPI 1203 PISGAH RD SE DECATUR, AL 35603 256-353-0803 Fax 256-353-7019	PAGE NO.
	1 of 1

SHIP TO:

CITY OF FAIRHOPE
 555 SOUTH SECTION STREET
 FAIRHOPE, AL 36532-1609

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
45421			RODNEY WALKER	
GIVEN BY	SHIP VIA	TERMS	DATE	FREIGHT EXEMPT
	OUR TRUCK	Net 30 Days	02/19/2019	Yes
ORDER QTY	ITEM NUMBER / DESCRIPTION		UNIT PRICE	EXT PRICE
50ea	215LE45T HPS 215LE45T 15KV 200A LDBK EL stock		32.000/ea	1600.00
24ea	C6CSO18 HPS C6CSO18 STANDOFF BRACKET 2 weeks		38.600/ea	926.40
5000ea	KERITE 111F15-C1200-0001 2500R 1/0 15KV STR AL 220MIL FULL NEUT 133% EPR stock		2.690/ea	13450.00

Thank you for your order! Your satisfaction is our number one goal!

Please visit our website at www.capeelectric.com

Any questions call JIM HARDIMAN at or e-mail @
j.hardiman@capeelectric.com

All Prices are subject to change without notice!

Taxes are not included
 For terms and conditions see www.capeelectric.com

Printed By HARJAM on 2/19/2019 9:05:52 AM

Subtotal	15976.40
S&H Charges	0.00
Amount Due	15976.40

City of Fairhope

155 S. Section Street - Fairhope, AL - PO Box 426

Vendor: _____

QUOTE

Requisition #	
Date	2/18/19

ITEM DESCRIPTION	City Stock Number	QTY	EACH	TOTAL
#30.2 Loadbreak Elbow 1/0 15KV 200A w/test point Inst .750"-1.080" Inst 19.10-27.40MM		50		
#122 Conduit Standoff BRKT 18"		24		
#420 1/0 15KV Prysmian Underground Primary 220m w/Jacket		5000		
FREIGHT				
TOTAL QUOTE				

Date needed: Wednesday morning 2/20/19

Price good until: _____

Quote furnished by: _____

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 One (1) Pipe Trailer to transport 2” PE Gas Pipe for the Gas Department with a cost of \$10,960.69.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

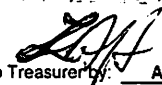
Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

COF Project No. 1510
FEB 23 2019 4:01:28

Issuing Date: 2/22/2019

Please return this Routing Sheet to Treasurer by: ASAP



Project Name: Procurement of one (1) polyethylene pipe trailer

Project Location: Gas department

Presented to City Council: 3/11/2019 Resolution # :
Approved _____

Funding Request Sponsor: Terry Holman, Gas Superintendent Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,960.69

Vendor: Port City Pipe, Inc.

Project Engineer: n/a

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

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

Project will be: _____ Funding Source: _____

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

Expense Code: 002-16030 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Capital purchases - Vehicles and Equipment State _____

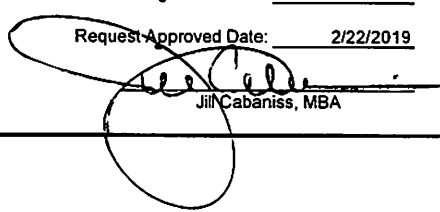
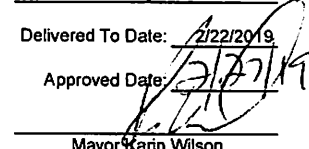
Project Budgeted: \$12,000.00 City _____

Over (Under) budget amount: (\$1,039.31) Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Comments:

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer _____	Finance Director _____	Mayor _____
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/21/2019</u>	Delivered To Date: <u>2/22/2019</u>
Request Approved Date: _____	Request Approved Date: <u>2/22/2019</u>	Approved Date: <u>2/22/2019</u>
Signatures: _____	 Jill Cabaniss, MBA	 Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

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

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

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson,
CPA
City Treasurer

Date: February 21, 2019

Re: Greensheet/City Council to approve over \$10,000 2019 budgeted procurement of one (1) Polyethylene Pipe Trailer for the Gas Dept

The Gas Department has requested procurement of one (1) pipe trailer to transport 2" PE GAS Pipe. This item is budgeted for \$12,000.00 in the 2019 City of Fairhope budget. Three Quotes were obtained and the lowest bid was provided by **Port City Pipe, Inc** (see attached quotes).

The Gas Department recommends the award be made to Port City Pipe, Inc. of Mobile, AL, in the amount of **TEN THOUSAND NINE HUNDRED SIXTY DOLLARS AND SIXTY-NINE CENTS (\$10,960.69)**.

Please prepare a greensheet and place on the next City Council Agenda this request to award the pipe trailer for the gas department to Port City Pipe, Inc. in the amount of \$10,960.69.

Cc: file

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

PORT CITY PIPE, INC.
P.O. BOX 850356 36685
921 DYKES ROAD SOUTH 36608
MOBILE, AL
US

Voice: 251-633-6921
Fax: 251-607-0358

QUOTATION

Quote Number: 02062019-NB422
Quote Date: Feb 6, 2019
Page: 1

Quoted To:
FAIRHOPE GAS DEPT, CITY OF P.O. BOX 429 FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	3/8/19	Net 30 Days	NICK

Quantity	Item	Description	Unit Price	Amount
1.00		PIPE TRAILER W/ HYDRAULIC TILT & HAND BRAKE #CT1143TT **PRICE IS FOB DELIVERED TO FAIRHOPE** **LEAD TIME IS 1-2 WEEKS**	10,960.69000	10,960.69
			Subtotal	10,960.69
			Sales Tax	
			Freight	
			TOTAL	10,960.69

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

4180 Hall Mill Road
PO Box 191057
Mobile AL 36619
0029 - MICHA LAMBERT
Office 251-666-6691
WATS 800-699-6691
Fax 251-666-5311

Quote Nbr: 197930 000
Quote Date: 6/06/2018
Job: PIPE TRAILER
Engineer: FAIRHOPE
Bid Date: 6/06/2018

Page 1

-
Good Until: 7/06/2018
To: MICHA
Email: MLAMBERT@CONSOLIDATEDPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
1.0	CT1143TT WITH TILT AND BRAKE	11,850.00 EA	11,850.00
Total:			11,850.00

**Pricing for some of the products included in this quote may be impacted by Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed. **

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
206512	FORTILINE SUMMERDALE	5825323	2/12/19	1

CUSTOMER
CITY OF FAIRHOPE PO DRAWER 429 FAIRHOPE, AL 36533

PROJECT INFORMATION
TRAILER

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
10	1	EA	CT1143TT W/TURN TABLE *DOES NOT INCLUDE LINE TAMER	13,000.0000	13,000.00
				Subtotal:	13,000.00
				Tax:	.00
				Bid Total:	13,000.00

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date. After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By GH1 2/12/19 12:59:02

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 windows from Home Depot for quoted price of \$10,703.60; and approve the installation by Seale Quality Construction and Renovations, Inc. at a quoted price of \$14,950.00 for Quail Creek Clubhouse. The total project cost will be \$25,658.60.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
 Project Funding Request

Issuing Date: 2/28/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of replacement windows and installation at QC Clubhouse

Project Location: Quail Creek Clubhouse

Presented to City Council: 3/7/2019

Funding Request Sponsor: Lynn Maser, Special Projects Manager
Richard Johnson, Public Works Director

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 25,658.60 Windows \$10,703.60
 Installation \$14,950.00

Vendor: Lowe's (windows) and Seale Quality Construction and Renovations Inc. (installation)

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 XXX
 Inventoried _____

Expense Code: 103-55869
 G/L Acct Name: Golf Clubhouse

Project Budgeted: \$0.00
 Over (Under) budget amount: \$25,658.60

Comments: Recommendation of Council member

Funding Source:

Operating Expenses _____
 Budgeted Capital XXX
 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: 2/28/2019 Delivered To Date: 2/28/2019

Request Approved Date: _____ Request Approved Date: 2/28/2019 Approved Date: 2/28/19

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



MEMO

Date: February 28, 2019

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

Re: **Greensheet / Council approval of procurement of replacement windows and installation of said windows for Quail Creek Clubhouse as recommended by Council. This is a FY2019 unbudgeted item over \$10,000 and requires Council Approval. for a total project cost of \$25,658.**

Lisa A. Hanks, MMC
City Clerk

Lynn Maser, Special Projects Manager, and Richard Johnson, Public Works Director, have solicited quotes for the replacement windows and quotes for the installation of these windows in compliance with the request by the City Council to replace the windows. Four (4) Quotes were SOLICITED, and two were obtained for the Labor to install the windows and four (4) quotes for the materials needed to complete the installation. The lowest quote for the installation labor was from **SEALE QUALITY CONSTRUCTION AND RENOVATIONS, INC** at a total cost **FOURTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$14,950.00)**, and materials from **The HOME DEPOT** at a total cost of **TEN THOUSAND SEVEN HUNDRED THREE DOLLARS AND SIXTY CENTS (\$10,703.60)** for a project total of **TWENTY-FIVE THOUSAND SIX HUNDRED FIFTY-EIGHT DOLLARS AND SIXTY CENTS (\$25,658.60)** (see attached quotations).

Please compose a greensheet and present to Council for approval for this request to procure recommended new windows from Lowe's for quoted price of \$10,703.60, and approve installation of said windows by Seale Quality Construction and Renovations, Inc at a quoted price \$14,950.00 for Quail Creek Clubhouse, at a total project cost of \$25,658.60.

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

Cc, file L Maser, R Johnson

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



PUBLIC WORKS DEPARTMENT
 TABULATION OF PRICE
 QUOTATIONS FOR CAPITAL
 IMPROVEMENT PROJECTS

Project: NEW WINDOWS FOR QUAIL CREEK GOLF CLUBHOUSE

Quoting Contractor (labor, equipment and incidental materials):				Eric Lazzari Construction*		Seale Quality Construction		MDH Construction		Fulcrum Construction	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE
1	a. Price shall include all labor, equipment and incidental materials to replace the 16 windows as shown. b. Owner shall supply window units - JELD-WEN Premium Atlantic Vinyl Window: Casement Window sizes: 1, 2, 17 & 18 - 27 1/2"W x 71 1/2"H; 3 thru 16 - 31 1/2"W x 71 1/2"H (18 Total Window Units) c. Windows shall be installed per the manufacture's specifications d. All interior and exterior trim, siding, drywall, etc. shall be restored and finished to pre-project condition - owner will supply paint. Contractor shall visit site prior to submitting a lump sum quote. e. Contractor shall meet City of Fairhope License and Insurance requirements. f. Contract time is 14 Calendar Days - all penetrations shall be sealed at the end of each work day. g. Upon notice by the City of receipt of the new window units, the Contractor shall have 10 calendar days to begin work. h. Questions and Clarifications: Contact Lance Cabaniss, Building Maintenance Supervisor - 251-327-0131	LS	1	\$22,595.00	\$22,595.00	\$14,950.00	\$14,950.00	No Quote Submitted		No Quote Submitted	
Quote Total:				\$22,595.00		\$14,950.00		\$0.00			

Windows (Material Quote)				Blue Water Lumber		Home Depot		Lowe's		No Quote	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE	UNIT PRICE	QUOTE
1	Window units - JELD-WEN Premium Atlantic Vinyl Window: Casement - Window sizes: 1, 2, 17 & 18 - 27 1/2"W x 71 1/2"H; 3 thru 16 - 31 1/2"W x 71 1/2"H (18 Total Window Units)	LS	1	\$11,186.18	\$11,186.18	\$10,708.60	\$10,708.60	\$12,312.88	\$12,312.88		
Quote Total:				\$11,186.18		\$10,708.60		\$12,312.88			

Richard D. Johnson,
 PE
 Signed: _____
 Title: Director of Public Works

Digitally signed by Richard D. Johnson, PE
 Date: 2019.02.25 10:23:37 -06'00'

Recommended Project Cost (Low Labor, Equipment & Incidentals + Low Material) = \$25,658.60

February 25, 2019
 Date _____

Seale Quality Construction & Renovations, Inc.



Contact: Ted Seale
 Phone: 251-605-6279
 Email: tedseale@gmail.com

Work Site:
 City of Fairhope
 Clubhouse Window
 Wall Siding Replacement

Demo Remove existing windows, siding, trim	
Labor and Dump	\$2,700.00
Demo Total	\$2,700.00

Windows	
Install 18 New Impact-rated Windows Labor	\$7,150.00
Windows Total	\$7,150.00

Siding	
Install New Hardi Lap Siding Exterior and Interior	\$3,200.00
Siding Total	\$3,200.00

Caulk/Paint	
	\$1,900.00
Caulk/Paint Total	\$1,900.00

TOTAL	
Demo Total	\$2,700.00
Windows Total	\$7,150.00
Siding Total	\$3,200.00
Caulk/Paint Total	\$1,900.00
TOTAL	\$14,950.00

ERIC LAZZARI CONSTRUCTION

P.O. BOX 1015, DAPHNE, AL 36526

Phone (251) 626-2241

Fax (251) 626-2959

Lazzari1@outlook.com

February 21, 2019

Richard Johnson
City of Fairhope
Public Works Director

RE: Window Replacement at Quail Creek Club House

Richard,

We are pleased to provide you with a proposal for the above referenced project as outlined below.

-Replace 18 windows as specified \$22,595.00

-Please see proposal qualifications and clarifications below

-**All windows to be provided by City of Fairhope.**

-Remove and haul off existing windows

-Remove and replace existing exterior trim

-Paint any new trim installed on interior or exterior, repair any damage to existing trim

-We have not included any cost to replace lap siding.

Thank you for the opportunity to price your project. We look forward to working with you. Please feel free to call me anytime to discuss.

Trey Crowley

Eric Lazzari Construction
P.O. Box 1015
Daphne, AL 36526

Trey@elazzariconstruction.com
251-232-6367

QUOTE

Store 0802 FOLEY
2899 S MCKENZIE STREET
FOLEY, AL 36535

Phone: (251) 955-2401
Salesperson: JXN1074
Reviewer: JWN5E2

SOLD TO	Name		Phone 1		
	WEAVER RANDY		(251) 990-0119		
	Address 19841 QUAIL CREEK DR		Phone 2		
	Company Name				
	City FAIRHOPE		Job Description Replacement Windows		
State AL		Zip 36532		County BALDWIN	

QUOTE

2019-02-25 08:50

Prices Valid Thru: 03/04/2019

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # W03 SKU # 0000-515-664 Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP: S/O JELD-WEN WINDOWS- REF # S01
VEN

REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0101	0000-191-463	4.00	EA	NA / 27.5-IN X 71.5-IN PREMIUM ATLANTIC VINYL / 27.5-IN X 71.5-IN PREMIUM ATLANTIC VINYL RECTANGLE{#1}	A	N		\$0.00
S0102	0000-191-463	16.00	EA	NA / 31.5-IN X 71.5-IN PREMIUM ATLANTIC VINYL / 31.5-IN X 71.5-IN PREMIUM ATLANTIC VINYL RECTANGLE{#2}	A	N		\$0.00

SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							MERCHANDISE TOTAL:		\$10,708.60
END OF CUSTOMER PICKUP - REF #W03									

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):
A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$10,708.60
SALES TAX	\$0.00
TOTAL	\$10,708.60
BALANCE DUE	\$10,708.60

END OF ORDER No. H0802-47778

NOT VALID FOR MERCHANDISE CARRY-OUT

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)



The Home Depot Special Order Quote

Customer Agreement #: H0802-47778

Printed Date: 1/16/2019

EXT. 4
20192274
20192271

Customer: RANDY WEAVER
Address: 19841 QUAIL CREEK DR
 FAIRHOPE, AL 36532
Phone 1: 251-990-0119
Phone 2: 251-990-0119

Store: 0802
Associate: JEFFREY
Address: 2899 S MCKENZIE STREET
 FOLEY, AL 36535
Phone: 251-955-2401

Pre-Savings Total: \$10,781.08
Total Savings: (\$0.00)
Pre-Tax Price: \$10,781.08

All prices are subject to change. Customer is responsible for verifying product selections. The Home Depot will not accept returns for the below products.



27 1/2" X 71 1/2"

Catalog Version 144

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
100-1	27.5-in x 71.5-in Premium Atlantic Vinyl Rectangle	\$493.83	\$493.83	4	\$0.00	\$1,975.32
Sub Total		\$1,975.32	\$1,975.32		\$0.00	\$1,975.32

Begin Line 100 Description

--- Line 100-1 ---

JELD-WEN Windows & Doors
 Premium Atlantic Vinyl Fixed 27.5 x 71.5
 Assembly = Full Unit
 Regional Compliance = F8C-HVHZ-NAMI
 Impact Rating = Large Missile Impact
 Rating = DP+55/-55
 Installation & Frame Type = Nail Fin
 Frame Color - Exterior = White
 Frame Color - Interior = White
 Select Size Type = Standard and Custom Sizes
 Measurement Type = Frame (Net Frame
 Dimension)
 Frame Width = 27 1/2"
 Frame Height = 71 1/2"
 Energy Efficiency = Other glass options
 Soundmaster = Standard

Glazing = Insulated
 Low-E = Low-E 366 (Green Tint)
 Neat Glass = No
 Glass Color/Texture = Clear
 Glass Type = Impact
 Inner Glass Type = Impact
 Outer Glass Type = Tempered
 Select Impact Interlayer Type = PVB
 IG Options = Argon
 Select Glass Thickness = 5/16 in - 3/16 out
 Grid Type = No Grids
 Installation Accessories = None
 Interior Frame Options = None
 Extension Jamb = None
 Prep for Mull = No Mull Prep

FL # = 14088.3
 U-Factor = 0.27
 Solar Heat Gain Coefficient = 0.24
 Visible Light Transmittance = 0.55
 Condensation Resistance = 54
 CPD# = JEL-A-5-01673-00021
 Room Location = N/A
 Is This a Remake = No
 Specific Information = N/A
 SKU = 191463
 Vendor Name = S/O JELD-WEN WINDOWS-VEN
 Vendor Number = 60076475
 Manufacturer = JELD-WEN, Venice (MY)
 Contact Number = 1-800-869-6699
 Catalog Version Date = 08/01/2018

End Line 100 Description



31 1/2" X 71 1/2"

Catalog Version 144

Line Number	Item Summary	Was Price	Now Price	Quantity	Total Savings	Total Price
200-1	31.5-in x 71.5-in Premium Atlantic Vinyl Rectangle	\$550.36	\$550.36	16	\$0.00	\$8,805.76
Unit 200 Total:		\$550.36	\$550.36		\$0.00	\$8,805.76

Begin Line 200 Description

---- Line 200-1 ----

JELD-WEN Windows & Doors	Glazing = Insulated	FL # = 14088.3
Premium Atlantic Vinyl Fixed 31.5 x 71.5	Low-E = Low-E 366 (Green Tint)	U-Factor = 0.27
Assembly = Full Unit	Neat Glass = No	Solar Heat Gain Coefficient = 0.24
Regional Compliance = FBC-HVHZ-NAMI	Glass Color/Texture = Clear	Visible Light Transmittance = 0.55
Impact Rating = Large Missile Impact	Glass Type = Impact	Condensation Resistance = 54
Rating = DP+55/-55	Inner Glass Type = Impact	CPD# = JEL-A-5-01673-00021
Installation & Frame Type = Nail Fin	Outer Glass Type = Tempered	Room Location =
Frame Color - Exterior = White	Select Impact Interlayer Type = PVB	Is This a Remake = No
Frame Color - Interior = White	IG Options = Argon	Specific Information =
Select Size Type = Standard and Custom Sizes	Select Glass Thickness = 5/16 in - 3/16 out	SKU = 191463
Measurement Type = Frame (Net Frame Dimension)	Grid Type = No Grids	Vendor Name = S/O JELD-WEN WINDOWS-VEN
Frame Width = 31 1/2"	Installation Accessories = None	Vendor Number = 60076475
Frame Height = 71 1/2"	Interior Frame Options = None	Manufacturer = JELD-WEN, Venice (MY)
Energy Efficiency = Other glass options	Extension Jamb = None	Contact Number = 1-800-869-6699
Soundmaster = Standard	Prep for Mull = No Mull Prep	Catalog Version Date = 08/01/2018

End Line 200 Description



Window & Patio Door Limited Warranty

OUR WARRANTY TO YOU...

JELD-WEN® Products¹ are designed to create lasting value for your home. This warranty is effective for all JELD-WEN window and patio door Products (except United Collection products) manufactured on or after February 1, 2014 for use in the United States and Canada. Any previous warranties will continue to apply to products manufactured by JELD-WEN prior to this date. For additional information, including care and maintenance instructions, installation instructions, and previous warranties, refer to www.jeld-wen.com or www.jeld-wen.ca.

WHAT THIS WARRANTY COVERS

Except as set forth in the Special Coverages section below, we warrant that if your JELD-WEN Product exhibits a defect in material or workmanship within the time periods from the date of manufacture as specified below, we will, at our option, repair, replace or refund the purchase price of the Product or component part. Skilled labor² (where deemed necessary by us) to repair or replace any component is provided as specified below.

	Wood & Clad Wood	Vinyl	Aluminum (except Summit)	Summit Aluminum
Basic Product Coverage Owner-Occupied Single-Family Residence	20 years	as long as you own and occupy your residence	10 years	1 year
Basic Product Coverage Commercial (Other than Owner-Occupied Single-Family Residence)	20 years	10 years	2 years	1 year
Skilled Labor ² Coverage	2 years	2 years	1 year	No coverage
Transferability - this length of coverage applies if you sell your residence or it becomes occupied by other than the original owner	10 years	10 years	Non-transferable	Non-transferable

Special Coverages (Applies to both Owner-Occupied and Commercial)


The following Special Coverages apply to special product features and options; not all options are available on all products or in all regions.

Glass Options	Coverage	Notes
Triple-Glazed Glass Units	20 years	Includes the glass panes and the insulating seal.
ImpactGard® Glass Units	10 years	
Special Glazings	5 years	Includes laminated glass units other than ImpactGard, and glass options not listed in our product literature, e.g., leaded or decorative glass.
Blinds/Shades Between the Glass	10 years	Includes the seal, external control mechanism, and operation of the shade/blind.
Spontaneous Glass Breakage	1 year	Applies to sealed glass units installed in windows and patio doors. Laminated glass and special glazings are excluded. Coverage includes replacement glass and skilled labor ² necessary to replace the glass for one year. (Spontaneous breakage occurs when the glass develops a crack without sign of impact.)
Accidental Glass Breakage	Same as the Basic Product Coverage above (Owner-Occupied or Commercial)	Applies to vinyl Products ordered with the "RS" glass package. Not covered: damage attributable to acts of nature (e.g. fire, hurricane, etc.), civil disorder, building settling, structural failures of walls or foundations or improper installation, construction job-site mishaps, storage, or handling. Special glazings and ImpactGard glass are not covered by this glass breakage warranty.

Continued on next page

Special Coverages (continued)

Finish Options	Coverage	Notes
Clad Finish on Wood Products	Kynar®: 20 years Polyester: 10 years Anodized: 5 years	Coverage is for peeling, checking, cracking, or exhibiting excessive chalk, fade or color change¹.
Factory applied Select Finish™ Exterior Finish on Wood Products	10 years; 5 years at 100%, 50% thereafter	Coverage is for failure of adhesion, peeling, checking, flaking, cracking, or blistering.
	5 years	Coverage is for exhibiting excessive chalk, fade or color change¹.
Factory Interior Finish on Wood Products	1 year	Coverage is for peeling, checking, or cracking. Should the factory interior finish be proven defective within this time period, we will at our option, replace or refinish the component or product, or offer a refinish credit up to \$50 per opening for windows or \$100 per opening for patio doors. This coverage applies to factory-applied finish coat options only; standard factory-applied primer is not a finish coat.
Colored Exterior and Laminated Interior on Vinyl Products	10 years	Coverage is for peeling, blistering, or flaking, and excessive color change². This coverage does not extend to discoloration, polish, surface damage, or alteration caused by the use of natural or chemical solvents or an environmental factor causing such damage.
Other Special Coverages	Coverage	Notes
Auralast Protection for Wood Products	Owner-Occupied Single-Family Residence: as long as you own and occupy your residence	Coverage is for wood decay and/or termite damage in pine wood components. Warranty coverage outside Canada, the contiguous 48 states and Alaska is contingent upon approval from the JELD-WEN Customer Care Department. Please contact us.
	Commercial: 20 years	
Custom Fiberglass Door Slabs	As long as you own and occupy your residence	
Factory Prefinish on Custom Fiberglass Doors	5 years	Should the factory prefinish be proven defective, we will at our option refinish the door or pay up to \$350.00 per opening to the current owner.
Electric Operators	1 year	Coverage includes replacement parts and skilled labor necessary to replace the operator for one year.
Retractable Roll Screens	5 years	
Accidental Screen Damage	Same as the Basic Product Coverage above (Owner-Occupied or Commercial)	Applies to Bravo, Primo and Ipex Replacement window and patio door product lines. Not covered: damage attributable to acts of nature (e.g. fire, hurricane, etc.), civil disorder, building settling, structural failures of walls or foundations or improper installation, construction job-site mishaps, storage, or handling.

 **HOW TO GET ASSISTANCE**

If you have a problem with your JELD-WEN Product, contact the dealer/distributor or contractor from whom you purchased your product or contact us directly:

	In the United States:	In Eastern Canada:	In Western Canada:	In Ontario Canada:
Mail:	JELD-WEN Customer Care Attn: Warranty Claims P.O. Box 1329 Klamath Falls, OR 97601	JELD-WEN Service Department 90, rue Industrielle Saint-Appollinaire, Quebec, Canada G0S 2E0	JELD-WEN Service Department 550 Munroe Avenue Winnipeg, Manitoba, Canada R2K 4H3	JELD-WEN Windows Toronto Attn: Warranty Claims 90 Stone Ridge Road Vaughan, Ontario Canada L4H 3G9
Phone:	888-JWHelpU 888-594-3578	800-463-1930	888-945-5627 204-668-8230	800-440-2714 905-265-5700
Fax:	800-436-5954	888-998-1599	204-663-1072	905-265-5704
E-mail:	jeldwenwarranty@jeld-wen.com		wpgservice@jeld-wen.com	
Web:	www.jeld-wen.com/contact-us			

Continued on next page



HOW TO GET ASSISTANCE (CONTINUED)

We can respond quickly and efficiently if you provide the following:
a) product identification (from the original order/invoice, spacer code, permanent label, or the window identification number found on corner of glass), b) how to contact you, c) the address where the product can be inspected, and d) a description of the apparent problem and the product (photographs are helpful).

Product Purchase Date: _____
Order Number: _____

What We Will Do...

Upon receiving your notification, we will send out an acknowledgement within three business days to the contact, which you have provided. We will investigate your claim and will begin to take appropriate action within 30 days after receipt of notification. If your warranty claim is denied, we may charge an inspection fee for an onsite inspection that is required or requested by you.

If your claim is accepted, and we choose to repair or replace the product or a component of the product, the replacement product/component will be provided in the same specification as the original product. Replacement components/products are warranted for the balance of the original product warranty or 90 days, whichever is longer.

If the claimed nonconformity is warp of a door slab, we may defer repairing or replacing the door slab for a period up to twelve (12) months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door slab adjusts to local humidity and temperature conditions. This deferral will not be counted against the warranty period.



WHAT THIS WARRANTY DOES NOT COVER

JELD-WEN is not liable for damage, product failure or poor product performance due to:

- Normal wear and tear, including normal wear and tear of weatherstrip; natural weathering of surfaces. Variance in color or texture of natural wood parts, and natural tarnishing of copper cladding are not considered defects.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Exposure to chemicals (e.g. brick wash) or a harsh environment (e.g. salt spray or airborne pollutants) unless otherwise stated above.
- Misuse, abuse or failure to properly finish and provide maintenance.
- Alteration or modification of the Product (e.g. customer applied tints or films, paint finishes, security systems).
- Any cause beyond the reasonable control of JELD-WEN (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Failure to provide an adequate overhang for fiberglass doors; damage caused by extreme temperature buildup where storm doors are present. For general guidelines, see our "Appropriate Protection for Exterior Doors" in our product literature or at www.jeld-wen.com/resources; for specific information pertaining to your structure, consult your contractor or other building professional.
- Improper installation not in conformance with JELD-WEN Installation instructions (note: see www.jeld-wen.com for current installation instructions); operational problems and problems related to water and/or air infiltration/leaking as a result of improper installation or flaws in building design or construction.
- Installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.

- Extreme artificial temperature buildup or exposure (e.g., where storm doors/windows are present).
- Hardware or inserts that are not provided by us, such as locksets, door handles, strikes, etc.
- Condensation or damage as a result of condensation (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure. Contact a heating/air conditioning specialist for help).
- Wood decay in wood components other than of pine species and any components (including pine) that come in direct contact with soil. Note: superficial mold/mildew does not indicate wood decay.

JELD-WEN is also not liable for:

- Glass breakage (except as specifically covered above).
- Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity (except as specifically covered above).
- Slight expansion or contraction of product components due to varying environmental conditions; slab movement (shrinkage or swelling) of 1/4" or less due to temperature and humidity, consult the Homeowner's Manual on how to work with this natural movement.
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.
- Hairline cracks in factory-applied finishes; surface cracks that do not compromise the underlying material are not a defect.
- Damage or distortion to other property, including but not limited to, vinyl siding, building components or landscaping caused in whole or in part by reflection of light or heat from JELD-WEN windows or doors.

Continued on next page

- Product or component performance decline due to aging, inert gas dissipation, natural processes or failure to provide proper maintenance. Note: Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
- Incidental or consequential damage. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

Important Legal Information – Please read this carefully. It affects your rights.

This Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the Product, except as expressly contained herein. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein. This Limited Warranty document gives you specific legal rights, and you may have other rights that vary from state/province to state/province.

Any dispute, controversy or claim arising out of or relating to this warranty, any alleged breach thereof, or the use or sale of the products to which this warranty applies shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Original purchaser agrees that they may assert claims against JELD-WEN in their individual capacity only, and not as a plaintiff or class member in any purported class action proceeding. Rejection of these dispute resolution provisions must be sent to JELD-WEN at the address provided herein within thirty (30) days of original purchasers receipt of the Products to which this warranty applies.

No distributor, dealer or representative of JELD-WEN has the authority to change, modify or expand this warranty. The original purchaser of this Product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the Product is installed.

"JELD-WEN Products" shall refer to window and patio door products (except United Collection products) manufactured in the United States and/or Canada and marketed under the JELD-WEN brand name for use in the United States and/or Canada. See our separate United Collection warranty, or our Export Warranty for applicable coverage on products used outside the United States and Canada.

"Skilled labor" refers to tasks where specialized technical knowledge, experience, methods or tools are required to properly identify, diagnose and/or correct product-related problems.

"Chalking" of the exterior finish is not a defect unless it exceeds a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D4214. Fading or chalking in color of the exterior finish is not a defect unless it exceeds five (5) E units, calculated in accordance with ASTM D2244, paragraph 6.2. Color change shall be measured on an exposed area of finish that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed area of finish. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. If the above ASTM standards change, the standard in effect at the time of purchase applies. As an option to replacement, we may choose to refinish the product.

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BLUE WATER LUMBER

Blue Water Lumber

25325 US Hwy 98
Daphne, AL 36526

QUOTE BY: David Curtis **251-654-3394**

QUOTE #: J12300549

SOLD TO: City of Fairhope
Randy Weaver

SHIP TO:

Phone: 990-0119

PROJECT NAME: Quail Creek Golf Course

PO#:

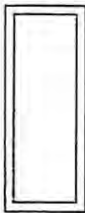
REFERENCE: Fairhope, Al.

Ship Via: Ground/Next Truck

LINE NO.	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
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Line-1

Rough Opening : 28 X 72



PRAVFW2872

Frame Size: 27 1/2 x 71 1/2

Premium Atlantic Vinyl Fixed Window , Nail Fin White Ext/White Int ,
, Low-E 366 Clear Impact , Impact In / Tempered Out, PVB Argon
5/16 in - 3/16 out ,

No Mull Prep

US National-AAMA Wind Zone 4 Missile Level D, PG55, DP+55/-55, ,

U-Factor: 0.27, SHGC: 0.24, VT: 0.55, CR: 54.00, CPD#: JEL-A-5-
01673-00021

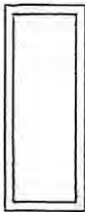
FEV 2018.4.0.2305/PDV 6.096 (11/08/18) MY

Viewed from Exterior. Scale: 1/4" = 1'

\$608.39 2 \$1,216.78

Line-2

Rough Opening : 28 X 72



PRAVFW2872

Frame Size: 27 1/2 x 71 1/2

Premium Atlantic Vinyl Fixed Window , Nail Fin White Ext/White Int ,
, Low-E 366 Clear Impact , Impact In / Annealed Out, PVB Argon
5/16 in - 3/16 out ,

No Mull Prep

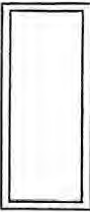
US National-AAMA Wind Zone 4 Missile Level D, PG55, DP+55/-55, ,

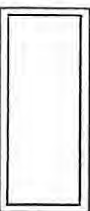
U-Factor: 0.27, SHGC: 0.24, VT: 0.55, CR: 54.00, CPD#: JEL-A-5-
01673-00021

FEV 2018.4.0.2305/PDV 6.096 (11/08/18) MY

Viewed from Exterior. Scale: 1/4" = 1'

\$561.51 2 \$1,123.02

LINE NO.	LOCATION SIZE INFO	BOOK CODE DESCRIPTION	NET UNIT PRICE	QTY	EXTENDED PRICE
Line-3	Rough Opening : 32 X 72	PRAVFW3272 Frame Size: 31 1/2 x 71 1/2 Premium Atlantic Vinyl Fixed Window , Nail Fin White Ext/White Int , , Low-E 366 Clear Impact , Impact In / Tempered Out, PVB Argon 5/16 in - 3/16 out , No Mull Prep US National-AAMA Wind Zone 4 Missile Level D, PG55, DP+55/-55 , U-Factor: 0.27, SHGC: 0.24, VT: 0.55, CR: 54.00, CPD#: JEL-A-5- 01673-00021 PEV 2018.4.0.2305/PDV 6.096 (11/08/18) MY			
					
	Viewed from Exterior. Scale: 1/4" = 1'				
			\$677.93	2	\$1,355.86

Line-4	Rough Opening : 32 X 72	PRAVFW3272 Frame Size: 31 1/2 x 71 1/2 Premium Atlantic Vinyl Fixed Window , Nail Fin White Ext/White Int , , Low-E 366 Clear Impact , Impact In / Annealed Out, PVB Argon 5/16 in - 3/16 out , No Mull Prep US National-AAMA Wind Zone 4 Missile Level D, PG55, DP+55/-55 , U-Factor: 0.27, SHGC: 0.24, VT: 0.55, CR: 54.00, CPD#: JEL-A-5- 01673-00021 PEV 2018.4.0.2305/PDV 6.096 (11/08/18) MY			
					
	Viewed from Exterior. Scale: 1/4" = 1'				
			\$624.21	12	\$7,490.52

Total:	\$11,186.18
FairhopeAI(9%)	\$1,006.76
NET TOTAL:	\$12,192.94
Total Units:	18



Window & Patio Door Limited Warranty

OUR WARRANTY TO YOU...

JELD-WEN® Products¹ are designed to create lasting value for your home. This warranty is effective for all JELD-WEN window and patio door Products (except United Collection products) manufactured on or after February 1, 2014 for use in the United States and Canada. Any previous warranties will continue to apply to products manufactured by JELD-WEN prior to this date. For additional information, including care and maintenance instructions, installation instructions, and previous warranties, refer to www.jeld-wen.com or www.jeld-wen.ca.

WHAT THIS WARRANTY COVERS

Except as set forth in the Special Coverages section below, we warrant that if your JELD-WEN Product exhibits a defect in material or workmanship within the time periods from the date of manufacture as specified below, we will, at our option, repair, replace or refund the purchase price of the Product or component part. Skilled labor² (where deemed necessary by us) to repair or replace any component is provided as specified below.

	Wood & Clad Wood	Vinyl	Aluminum (except Summit)	Summit Aluminum
Basic Product Coverage Owner-Occupied Single-Family Residence	20 years	as long as you own and occupy your residence	10 years	1 year
Basic Product Coverage Commercial (Other than Owner-Occupied Single-Family Residence)	20 years	10 years	2 years	1 year
Skilled Labor ² Coverage	2 years	2 years	1 year	No coverage
Transferability - this length of coverage applies if you sell your residence or it becomes occupied by other than the original owner	10 years	10 years	Non-transferable	Non-transferable

Special Coverages (Applies to both Owner-Occupied and Commercial)

The following Special Coverages apply to special product features and options; not all options are available on all products or in all regions.

Glass Options	Coverage	Notes
Triple-Glazed Glass Units	20 years	Includes the glass panes and the insulating seal.
ImpactGard® Glass Units	10 years	
Special Glazings	5 years	Includes laminated glass units other than ImpactGard, and glass options not listed in our product literature, e.g., leaded or decorative glass.
Blinds/Shades Between the Glass	10 years	Includes the seal, external control mechanism, and operation of the shade/blind.
Spontaneous Glass Breakage	1 year	Applies to sealed glass units installed in windows and patio doors. Laminated glass and special glazings are excluded. Coverage includes replacement glass and skilled labor ² necessary to replace the glass for one year. (Spontaneous breakage occurs when the glass develops a crack without sign of impact.)
Accidental Glass Breakage	Same as the Basic Product Coverage above (Owner-Occupied or Commercial)	Applies to vinyl Products ordered with the "R5" glass package. Not covered: damage attributable to acts of nature (e.g. fire, hurricane, etc.), civil disorder, building settling, structural failures of walls or foundations or improper installation, construction job-site mishaps, storage, or handling. Special glazings and ImpactGard glass are not covered by this glass breakage warranty.

Continued on next page

Special Coverages (continued)

Finish Options	Coverage	Notes
Clad Finish on Wood Products	Kynar®: 20 years Polyester: 10 years Anodized: 5 years	Coverage is for peeling, checking, cracking, or exhibiting excessive chalk, fade or color change ² .
Factory applied Select Finish™ Exterior Finish on Wood Products	10 years; 5 years at 100%, 50% thereafter	Coverage is for failure of adhesion, peeling, checking, flaking, cracking, or blistering.
	5 years	Coverage is for exhibiting excessive chalk, fade or color change ² .
Factory Interior Finish on Wood Products	1 year	Coverage is for peeling, checking, or cracking. Should the factory interior finish be proven defective within this time period, we will at our option, replace or refinish the component or product, or offer a refinish credit up to \$50 per opening for windows or \$100 per opening for patio doors. This coverage applies to factory-applied finish coat options only; standard factory-applied primer is not a finish coat.
Colored Exterior and Laminated Interior on Vinyl Products	10 years	Coverage is for peeling, blistering, or flaking, and excessive color change ³ . This coverage does not extend to discoloration, polish, surface damage, or alteration caused by the use of natural or chemical solvents or an environmental factor causing such damage.
Other Special Coverages	Coverage	Notes
AuraLast Protection for Wood Products	Owner-Occupied Single-Family Residence: as long as you own and occupy your residence	Coverage is for wood decay and/or termite damage in pine wood components. Warranty coverage outside Canada, the contiguous 48 states and Alaska is contingent upon approval from the JELD-WEN Customer Care Department. Please contact us.
	Commercial: 20 years	
Custom Fiberglass Door Slabs	As long as you own and occupy your residence	
Factory Prefinish on Custom Fiberglass Doors	5 years	Should the factory prefinish be proven defective, we will at our option refinish the door or pay up to \$350.00 per opening to the current owner.
Electric Operators	1 year	Coverage includes replacement parts and skilled labor necessary to replace the operator for one year.
Retractable Roll Screens	5 years	
Accidental Screen Damage	Same as the Basic Product Coverage above (Owner-Occupied or Commercial)	Applies to Bravo, Primo and Ipex Replacement window and patio door product lines. Not covered: damage attributable to acts of nature (e.g. fire, hurricane, etc.), civil disorder, building settling, structural failures of walls or foundations or improper installation, construction job-site mishaps, storage, or handling.



HOW TO GET ASSISTANCE

If you have a problem with your JELD-WEN Product, contact the dealer/distributor or contractor from whom you purchased your product or contact us directly:

	In the United States:	In Eastern Canada:	In Western Canada:	In Ontario Canada:
Mail:	JELD-WEN Customer Care Attn: Warranty Claims P.O. Box 1329 Klamath Falls, OR 97601	JELD-WEN Service Department 90, rue Industrielle Saint-Appollinaire, Quebec, Canada G0S 2E0	JELD-WEN Service Department 550 Munroe Avenue Winnipeg, Manitoba, Canada R2K 4H3	JELD-WEN Windows Toronto Attn: Warranty Claims 90 Stone Ridge Road Vaughan, Ontario Canada L4H 3G9
Phone:	888-JWHelpU 888-594-3578	800-463-1930	888-945-5627 204-668-8230	800-440-2714 905-265-5700
Fax:	800-436-5954	888-998-1599	204-663-1072	905-265-5704
E-mail:	jeldwenwarranty@jeld-wen.com		wpgservice@jeld-wen.com	
Web:	www.jeld-wen.com/contact-us			

Continued on next page

HOW TO GET ASSISTANCE (CONTINUED)

We can respond quickly and efficiently if you provide the following:
a) product identification (from the original order/invoice, spacer code, permanent label, or the window identification number found on corner of glass), b) how to contact you, c) the address where the product can be inspected, and d) a description of the apparent problem and the product (photographs are helpful).

Product Purchase Date: _____
Order Number: _____

What We Will Do...

Upon receiving your notification, we will send out an acknowledgement within three business days to the contact, which you have provided. We will investigate your claim and will begin to take appropriate action within 30 days after receipt of notification. If your warranty claim is denied, we may charge an inspection fee for an onsite inspection that is required or requested by you.

If your claim is accepted, and we choose to repair or replace the product or a component of the product, the replacement product/component will be provided in the same specification as the original product. Replacement components/products are warranted for the balance of the original product warranty or 90 days, whichever is longer.

If the claimed nonconformity is warp of a door slab, we may defer repairing or replacing the door slab for a period up to twelve (12) months from the date of claim. It is not uncommon for a temporary warp condition to occur as the door slab adjusts to local humidity and temperature conditions. This deferral will not be counted against the warranty period.

WHAT THIS WARRANTY DOES NOT COVER

JELD-WEN is not liable for damage, product failure or poor product performance due to:

- Normal wear and tear, including normal wear and tear of weatherstrip; natural weathering of surfaces. Variance in color or texture of natural wood parts, and natural tarnishing of copper cladding are not considered defects.
- Normal wear and tear to hardware and naturally occurring changes to hardware finishes (e.g., corrosion or tarnishing).
- Exposure to chemicals (e.g. brick wash) or a harsh environment (e.g. salt spray or airborne pollutants) unless otherwise stated above.
- Misuse, abuse or failure to properly finish and provide maintenance.
- Alteration or modification of the Product (e.g. customer applied tints or films, paint finishes, security systems).
- Any cause beyond the reasonable control of JELD-WEN (e.g. fire, flood, earthquake, other acts of nature, and acts of third parties outside of our control).
- Failure to provide an adequate overhang for fiberglass doors; damage caused by extreme temperature buildup where storm doors are present. For general guidelines, see our "Appropriate Protection for Exterior Doors" in our product literature or at www.jeld-wen.com/ resources; for specific information pertaining to your structure, consult your contractor or other building professional.
- Improper installation not in conformance with JELD-WEN installation instructions (note: see www.jeld-wen.com for current installation instructions); operational problems and problems related to water and/or air infiltration/leaking as a result of improper installation or flaws in building design or construction.
- Installation into a condition that exceeds product design standards and/or certified performance specifications and/or is not in compliance with building codes.

- Extreme artificial temperature buildup or exposure (e.g., where storm doors/windows are present).
- Hardware or inserts that are not provided by us, such as locksets, door handles, strikes, etc.
- Condensation or damage as a result of condensation (Note: unless due to insulating glass failure, most condensation problems are related to excessive humidity levels in a structure. Contact a heating/air conditioning specialist for help).
- Wood decay in wood components other than of pine species and any components (including pine) that come in direct contact with soil. Note: superficial mold/mildew does not indicate wood decay.

JELD-WEN is also not liable for:

- Glass breakage (except as specifically covered above).
- Screen damage due to normal wear and tear, misuse, abuse, or insect or animal activity (except as specifically covered above).
- Slight expansion or contraction of product components due to varying environmental conditions; slab movement (shrinkage or swelling) of 1/4" or less due to temperature and humidity, consult the Homeowner's Manual on how to work with this natural movement.
- Slight imperfections or wavy distortions in the glass that don't impair structural integrity. Note: wavy distortions in the glass (e.g. related to laminate interlayer or heat strengthening of glass) are not considered a defect. Slight color variations in glass are not considered a defect.
- Hairline cracks in factory-applied finishes; surface cracks that do not compromise the underlying material are not a defect.
- Damage or distortion to other property, including but not limited to, vinyl siding, building components or landscaping caused in whole or in part by reflection of light or heat from JELD-WEN windows or doors.

Continued on next page

- Product or component performance decline due to aging, inert gas dissipation, natural processes or failure to provide proper maintenance. Note: Other than inert gas loss due to seal failure, the migration of an inert gas, such as argon, is a natural process that occurs over time and is not a defect.
- Labor and materials for repainting or refinishing activities or the removal or disposal of defective product(s); labor exceeding the time periods specified above.
- Incidental or consequential damage. Some states/provinces do not allow the exclusion or limitation of incidental or consequential damages, so this may not apply to you.

Important Legal Information – Please read this carefully. It affects your rights.

This Limited Warranty document sets forth our maximum liability for our products. We shall not be liable for special, indirect, consequential, or incidental damages. Your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever shall be as specified above. We make no other warranty or guarantee, either express or implied, including implied warranties of merchantability and fitness for a particular purpose to the original purchaser or to any subsequent user of the Product, except as expressly contained herein. In the event state or provincial law precludes exclusion or limitation of implied warranties, the duration of any such warranties shall be no longer than, and the time and manner of presenting any claim thereon shall be the same as, that provided in the express warranty stated herein. This Limited Warranty document gives you specific legal rights, and you may have other rights that vary from state/province to state/province.

Any dispute, controversy or claim arising out of or relating to this warranty, any alleged breach thereof, or the use or sale of the products to which this warranty applies shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. Original purchaser agrees that they may assert claims against JELD-WEN in their individual capacity only, and not as a plaintiff or class member in any purported class action proceeding. Rejection of these dispute resolution provisions must be sent to JELD-WEN at the address provided herein within thirty (30) days of original purchaser's receipt of the Products to which this warranty applies.

No distributor, dealer or representative of JELD-WEN has the authority to change, modify or expand this warranty. The original purchaser of this Product acknowledges that they have read this warranty, understand it and are bound by its terms and agrees to provide this warranty to the original owner of the structure into which the Product is installed.

¹ "JELD-WEN Products" shall refer to window and patio door products (except United Collection products) manufactured in the United States and/or Canada and marketed under the JELD-WEN brand name for use in the United States and/or Canada. See our separate United Collection warranty, or our Export Warranty for applicable coverage on products used outside the United States and Canada.

² "Skilled labor" refers to tasks where specialized technical knowledge, experience, methods or tools are required to properly identify, diagnose and/or correct product-related problems.

³ "Chalking" of the exterior finish is not a defect unless it exceeds a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D4214. Fading or changing in color of the exterior finish is not a defect unless it exceeds five (5) E units, calculated in accordance with ASTM D2244, paragraph 6.2. Color change shall be measured on an exposed area of finish that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed area of finish. Fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. If the above ASTM standards change, the standard in effect at the time of purchase applies. As an option to replacement, we may choose to refinish the product.



Quote Support Program

Quote #: 5103528
 Volume Savings Expiration Date: 3/27/2019
 Customer Name: randy weaver
 Selling System Quote Project Description: impact windows
 Customer Phone#: 2519900119
 Pricing is per Lowe's Store at: Store #2251 DAPHNE,AL
 Store Phone #: (251) 621-7620
 Store Contact: carl

Item #	Quantity	Item Description	QSP Unit Price	Extended QSP Price
21006	14	PREMIUM ATLANTIC VINYL CASEMENTS WINDOWS	697.52	9,765.28
21006	4	PREMIUM ATLANTIC VINYL CASEMENTS WINDOWS	636.90	2,547.60

QSP Total: \$12,312.88
 Total savings for this quote is \$1,679.03
 You Save 12.00%

*All items requested for volume savings may not be listed if they did not qualify for QSP savings.

MANAGER SIGNATURE _____

DATE _____

- *THIS ESTIMATE IS NOT VALID WITHOUT A MANAGER'S SIGNATURE.
- *LOWE'S RESERVES THE RIGHT TO LIMIT THE QUANTITIES OF MERCHANDISE SOLD TO CUSTOMERS
- *ALL OF THE PRODUCT MUST BE ORDERED BY THE EXPIRATION DATE IN ORDER TO RECEIVE VOLUME SAVINGS
- *THIS IS AN ESTIMATE ONLY. DELIVERY OF ALL MATERIALS CONTAINED IN THIS ESTIMATE ARE SUBJECT TO AVAILABILITY FROM THE MANUFACTURER OR SUPPLIER. QUANTITY, EXTENSION, OR ADDITION ERRORS ARE SUBJECT TO CORRECTION. CREDIT TERMS SUBJECT TO APPROVAL BY LOWE'S CREDIT DEPARTMENT.
- *LOWE'S IS A SUPPLIER OF MATERIALS ONLY. LOWE'S DOES NOT ENGAGE IN THE PRACTICE OF ENGINEERING, ARCHITECTURE, OR GENERAL CONTRACTING. LOWE'S DOES NOT ASSUME SELECTION OR CHOICE OF MATERIALS FOR A GENERAL OR SPECIFIC USE: FOR QUANTITIES OR SIZING OF MATERIALS; FOR THE USE OR INSTALLATION OF MATERIALS; OR FOR COMPLIANCE WITH ANY BUILDING CODE OR STANDARD OF WORKMANSHIP.
- *LOWE'S IS MAKING THE FOLLOWING QUOTE BASED ON ITS STANDARD COMMERCIAL TERMS, AND DOES NOT AGREE TO TERMS AND CONDITIONS, INCLUDING ANY GOVERNMENTAL REGULATIONS, NOT SPECIFICALLY INDICATED OR REFERENCED IN THE REQUEST FOR THIS QUOTATION. IF TERMS AND CONDITIONS ARE PRESENTED, PRODUCT SELECTION AND PRICING MAY CHANGE PENDING LEGAL REVIEW.
- *TAXES AND DELIVERY WILL BE ADDED AT TIME OF PURCHASE AS APPLICABLE.

Visit LowesForPros.com
 Learn About All the Ways Lowe's Saves
 Your Business Time & Money

- * Business Credit
- * Delivery
- * Volume Pricing
- * Order Ahead
- * Account Management in the Store

[Back to Quote](#)




LOWE'S HOME CENTERS, LLC #2251
 29645 FREDERICK BOULEVARD
 DAPHNE, AL 36526
 USA
 (251) 621-7620



Project #: 571012188 Description: impact windows
 Customer Name: RANDY WEAVER
 Customer Phone: (251) 990-0119
 Customer Address: 555 SOUTH SECTION STREET
 FAIRHOPE, AL 36532 USA

Line Item Frame Size	Product Code Description	Unit Price	Quantity	Total Price
0001 Actual Frame Size = 27 1/2-in W x 71 1/2-in H	<p>Manufacturer: JELD-WEN Windows & Patio Doors- Venice</p> <p>Division: Millwork Product: Windows Type: Casements Product Type: Casement Window Material Type: Vinyl Product Line: Premium Atlantic Vinyl Regional Compliance: US National-AAMA Impact Rating: WZ 4 - Missile Level D Rating: PG50, DP+50/-50 Size Type: Standard and Custom Sizes Frame Type: Box Frame Color - Exterior: White Frame Color - Interior: White Operation: Stationary Size in Frame or RO: Frame (Net Frame Dimension) Actual Frame Width: 27 1/2-in Actual Frame Height: 71 1/2-in Energy Efficiency: Energy Star - Southern Performance Plus: Standard STC OITC Rating: Standard Glazing: Insulated Low-E: LoE 366 Neat Glass: No Glass Color/Texture: Clear</p>	\$723.74	4	\$2,894.96

	<p>Glass Type: Impact Inner Glass Type: Impact Outer Glass Type: Annealed Impact Interlayer Type: SGP IG Options: Argon Glass Thickness: 5/16 in - 1/8 out Grid Type: No Grids Exterior Frame Options: None Interior Frame Options: None Extension Jamb: None Prep for Mull: No Mull Prep Lead Time: 35 Days NFRC Values Required?: Yes U_Factor: 0.28 Solar Heat Gain Coefficient: 0.19 Visible Lite Transmittance: 0.41 CPD#: JEL-A-685-01655-00001 Condensation Resistance: 57 Item Number: 21006</p>	
<p>0002 Actual Frame Size = 31 1/2-in W x 71 1/2-in H</p> 	<p>Manufacturer: JELD-WEN Windows & Patio Doors-Venice</p> <p>Division: Millwork Product: Windows Type: Casements Product Type: Casement Window Material Type: Vinyl Product Line: Premium Atlantic Vinyl Regional Compliance: US National-AAMA Impact Rating: WZ 4 - Missile Level D Rating: PG50, DP+50/-50 Size Type: Standard and Custom Sizes Frame Type: Box Frame Color - Exterior: White Frame Color - Interior: White Operation: Stationary Size in Frame or RO: Frame (Net Frame Dimension) Actual Frame Width: 31 1/2-in Actual Frame Height: 71 1/2-in Energy Efficiency: Energy Star - Southern Performance Plus: Standard STC OITC Rating: Standard Glazing: Insulated Low-E: LoE 366 Neat Glass: No Glass Color/Texture: Clear Glass Type: Impact Inner Glass Type: Impact Outer Glass Type: Annealed Impact Interlayer Type: SGP</p>	<p style="text-align: right;">\$792.63 14 \$11,096.82</p>

IG Options: Argon Glass Thickness: 5/16 in - 1/8 out Grid Type: No Grids Exterior Frame Options: None Interior Frame Options: None Extension Jamb: None Prep for Mull: No Mull Prep Lead Time: 35 Days NFRC Values Required?: Yes U_Factor: 0.28 Solar Heat Gain Coefficient: 0.19 Visible Lite Transmittance: 0.41 CPD#: JEL-A-685-01655-00001 Condensation Resistance: 57 Item Number: 21006
--

Project Total: \$13,991.78

Salesperson: CARL MATTSON (S2251CMI)

Accepted by: _____

Date: 02/25/2019

[Print Detailed Quote](#)

This quote is an estimate only and valid for 30 days on all regularly priced items. For promotional items please refer to the dates listed above. This estimate does not include tax or delivery charges. Estimated arrival will be determined at the time of purchase. All of the above quantities, dimensions, specifications and accessories have been verified and accepted by the customer.

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 approve ALTEC Industries, Inc. as the "Sole Source" provider for the repair of the ALTEC Derrick Truck for the Electric Department. The cost will be \$12,361.17.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

JAA

Issuing Date: 2/28/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Repair of ALTEC derrick truck #283

Project Location: Electric Department

Resolution # : _____

Presented to City Council: N/A - Initial greensheet over \$7,500 less than \$10k
3/7/19 - This greensheet over \$10k

Funding Request Sponsor: Tim Bung, Fleet Maintenance Supervisor
Michael Allison, Electric Superintendent

Project Cash Requirement Requested:
Cost: \$12,361.17 Initial Estimate \$ 8,797.10
New Estimate \$ 12,361.17

Vendor: ALTEC Industries, Inc

Project Engineer: n/a

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

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

Project will be:

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

Expense Code: 003-50440 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Maintenance - Vehicles & Equipment State _____
City _____

Project Budgeted: \$80,000.00 Bond: _____ Title _____ Year _____
Over (Under) budget amount: (\$67,638.83) Loan: _____ Title _____ Year _____

Comments: Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
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Purchasing Memo Date: _____ Purchasing Memo Date: 2/27/2019 Delivered To Date: 2/28/2019

Request Approved Date: _____ Request Approved Date: 2/28/2019 Approved Date: 2/28/19

Signatures: _____
Jill Gabaniss, MBA
oh Karri Wilson
 Mayor Karri Wilson
By [Signature]



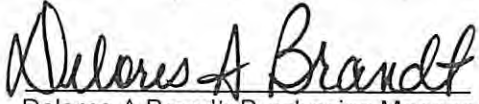
MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Date: February 27, 2019

Re: **Greensheet / Council Approval of "Sole Source" vendor, ALTEC, for operational budgeted repair of a derrick truck for Electric Dept for \$12,361.17 in FY2019**

The Electric Department and Vehicle Maintenance Supervisor, Tim Bung, has requested repair of ALTEC derrick truck #0283. **ALTEC Industries, Inc.** is the "Sole Source provider in the State of Alabama for the requested repair of said truck (see attached letter from ALTEC Industries, Inc and quote). This operational budgeted repair is over \$10,000 and needs approval by the City Council.

The request for this repair was made in late January to Jill Cabaniss for this repair with an initial estimate of \$8,797.10. Once the repair was begun, more repair parts were needed. The new estimate is now TWELVE THOUSAND THREE HUNDRED SIXTY-ONE DOLLARS AND SEVENTEEN CENTS (\$12,361.17) See attachments for further explanation.

Please compose, and have approved by Council, this request to approve ALTEC Industries, Inc. as the "Sole Source" for the repair of derrick truck #0283 in the amount of \$12,361.17.

Cc: file, M Allison, T Bung

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

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



Service Estimate

REQ# 2976

1730 Vanderbilt Road
Birmingham, AL, 35234
US

Customer				Service Request	
Estimate #	387545			Service Request #	3433978
Customer	CITY OF FAIRHOPE			Unit Information	
Account #	13283	Payment Terms	NET 30	Customer Vehicle #	283
Contact	TIM BUNG			Model	D4060A-TR
Email				Chassis VIN #	1HTWGAAT7AJ235983
Phone	251-454-1756	Fax		Mileage	
Mobile				Unit Serial #	0709DF0317
Altec Representative				Assy Serial #(FA)	017-14582693
Contact	Jason Emery Jenks			In-Service Date	30-Nov-2009
Email	jason.jenks@altec.com				
Phone		Fax			
This Estimate Expires: 09-MAR-2019					
Notes: SME CITY OF FAIRHOPE REPLACE POLE GUIDE ASSEMBLY, THIRD STAGE BOOM TIP HARDWARE					

Item	Description	Hours	Labor	Material	Expenses	Total
9	REPLACE DAMAGED POLE GUIDE ASSEMBLY & HARDWARE	6.00	\$720.00	\$8,665.04	\$0.00	\$9,385.04
10	~REPLACE ATMOSPHERIC VENT (EACH)	1.00	\$120.00	\$259.68	\$0.00	\$379.68
11	REPLACE DAMAGED HOSE CARRIER TUBE SHROUD WELDMENT	1.00	\$120.00	\$341.75	\$0.00	\$461.75
12	REPLACE DAMAGED POLE GUIDE SWITCH & PLUNGER	1.50	\$180.00	\$232.76	\$0.00	\$412.76
13	OPERATIONAL TEST UNIT FUNCTION AFTER REPAIRED OR REPLACED COMPONENT	0.50	\$60.00	\$0.00	\$0.00	\$60.00
14	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEE	0.00	\$0.00	\$0.00	\$200.00	\$200.00
15	TRAVEL TO AND FROM CUSTOMER LOCATION	3.00	\$360.00	\$0.00	\$0.00	\$360.00
16	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$1,101.94	\$1,101.94
Totals		13.00	\$1,560.00	\$9,499.23	\$1,301.94	\$12,361.17

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:	P.O.		Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.



To: Jimmy Cluster

Date: January, 9, 2019

From: Billy Reeves

Re: Sole Source Letter

Dear Jimmy,

Altec is proud to provide products and services that help crews work SAFER & SMARTER. Altec is committed to bringing you the services and products you need as your sole source provider for Altec OEM parts and accessories.

There are no other retailers or dealers currently authorized to distribute ALTEC OEM parts, therefore purchasing Altec parts from another source will void the warranty supported by Altec Industries, Inc. This includes the responsibility for liability should an injury accident occur, due to failure of said Altec part(s).

For additional assistance with Parts, Tools, & Accessories, Shop Service, or Mobile Service/Technical Support, please call 1-877-GO ALTEC.

Sincerely,

Billy Reeves
Mobile Service Supervisor,
Altec Industries, Inc.
Mobile Service East
1730 Vanderbilt Road
Birmingham, AL 35234

Jason Jenks
Mobile Service Supervisor,
Altec Industries, Inc.
Mobile Service East
1730 Vanderbilt Road
Birmingham, AL 35234

City of Fairhope Project Funding Request

Issuing Date: 2/1/2019

Please return this Routing Sheet to Treasurer by: FEB 1 11:19 PM '19
ASAP
[Signature]

Project Name: Award Extension #2 of Bid No. 011-17 Tree Trimming Services; effective 4/13/2019 & ending 3/31/20

Project Location: City wide

Presented to City Council: 2/11/2019

Funding Request Sponsor: Michael Allison, Electric Superintendent

Resolution #: 3316-19

Approved: _____

Changed: _____

Rejected: _____

Project Cash Requirement Requested:
 Cost: approx \$260,000.00 (\$173.28/unit hourly billing rate)
 See attached schedule of detailed hourly costs

Vendor: Burford's Tree, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

FY 2018 total was \$258,730

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

Project will be:

Expensed XXX

Capitalized _____

Inventoried _____

Expense Code: 003-50365

G/L Acct Name: Maintenance-Plant

Project Budgeted: \$260,000.00

Over (Under) budget amount: \$0.00

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: 1/31/2019 Delivered To Date: 2/1/2019

Request Approved Date: _____ Request Approved Date: 2/1/2019 Approved Date: 2/1/19

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

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 2015 Ford Explorer 4-Dr SUV for the Revenue Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$16,064.00.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

MAH

Project Name: Procurement of one (1) 2015 Ford Explorer four door SUV 4X4

Project Location: Revenue Department

Presented to City Council: 3/7/2019

Funding Request Sponsor: Tim Bung, Fleet Supervisor
Jennifer Olmstead, Revenue Manager

Project Cash Requirement Requested:
Cost: \$ 16,064.00 (not to exceed)

Vendor: Alabama Department of Transportation
(State Vehicle #16035 surplus equipment list)

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001100-50470; 002,003,004-16030

G/L Acct Name: Capital Purchases - Vehicles and Equipment

Project Budgeted: \$25,000.00

Over (Under) budget amount: (\$8,936.00)

Comments:

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: 3/1/2019 Delivered To Date: 3/1/2019

Request Approved Date: 3/1/19 Request Approved Date: 3/1/2019 Approved Date: _____

Signatures: *Jacoby Bennett* *Jill Cabaniss, MBA* Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From:

Delores A Brandt
Delores Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: March 1, 2019

Re: **Greensheet and City Council approval for procuring one (1) FY2019 budgeted used vehicle for the Revenue Department from the ALDOT surplus equipment list**

The Revenue Manager, Jennifer Olmstead, requested approval to procure one (1) **2015 Ford Explorer 4-Dr SUV 4x4**, State vehicle # 16035 off the Alabama Department of Transportation (ALDOT) surplus equipment list. The 2019 budgeted amount for this procurement was TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). Fleet Manager, Tim Bung, visited the surplus site, and if approved, the actual cost of the truck will be a not-to-exceed total of **SIXTEEN THOUSAND SIXTY-FOUR DOLLARS (\$16,064.00)**.

2015 Ford Explorer 4-Dr SUV 4x4 w/ 75,935 miles

Lead time: Pick truck up at ALDOT surplus yard

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one (1) each, ALDOT surplus 2015 Ford Explorer, at a total cost not-to-exceed \$16,064.00., for the Revenue Department

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

cc: file, T Bung, J Olmstead

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

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 2016 Ford F150 Pickup Truck for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$26,300.00.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

MAR 1 11:54:11:53

ZAH

Project Name: Procurement of one (1) 2016 Ford F150 Pickup Truck

Project Location: Building Department

Presented to City Council: 3/7/2019

Funding Request Sponsor: Tim Bung, Fleet Supervisor
Erik Cortinas, Building Department Director

Project Cash Requirement Requested:
Cost: \$ 26,300.00 (not to exceed)

Vendor: Alabama Department of Transportation
(State Vehicle #16430 surplus equipment list)

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	Bldg-13 XXX	Police-15	Fire-20	Rec-25	Adult Rec-30	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55			Debt Service-85			

Project will be:

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

Expense Code: 001130-50470 Grant: _____ Federal - not to exceed amount
G/L Acct Name: Capital Purchases - Vehicles and Equipment State _____
City _____

Project Budgeted: \$25,000.00

Over (Under) budget amount: \$1,300.00

Comments:

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

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: _____	Purchasing Memo Date: <u>3/1/2019</u>	Delivered To Date: <u>3/1/2019</u>
Request Approved Date: <u>3/3/19</u>	Request Approved Date: <u>3/1/2019</u>	Approved Date: _____
Signatures: <i>Jacobus Demmitt</i>	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Mayor Karin Wilson</i> Mayor Karin Wilson



MEMO

To: Jill Cabaniss, Director of Finance

From:


Delores Brandt, Purchasing Clerk

Karin Wilson
Mayor

Date: March 1, 2019

Re: **Greensheet and City Council approval for procuring one (1) FY2019 budgeted used pickup truck for the Building Department from the ALDOT surplus equipment list**

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

The **Building Official, Erik Cortinas**, requested approval to procure one (1) **2016 Ford F150 Pickup Truck**, State vehicle # 16430 off the Alabama Department of Transportation (ALDOT) surplus equipment list. The 2019 budgeted amount for this procurement was TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). Fleet Manager, Tim Bung, visited the surplus site, and if approved, the actual cost of the truck will be a not-to-exceed total of **TWENTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$26,300.00)**.

2016 FORD F150 4D extended cab 4WD w/ 64,709 miles

Lead time: Pick truck up at ALDOT surplus yard

See Attached email from Building Department

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one (1) each, ALDOT surplus 2016 pickup truck, at a total cost not-to-exceed \$26,300.00., for the Building Department

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

cc: file, T Bung, E Cortinas

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

Dee Dee Brandt

From: Erik Cortinas
Sent: Thursday, February 21, 2019 8:53 AM
To: Dee Dee Brandt
Subject: FW: Council resolution approving \$28K for Bldg Dept to purchase ALDOT truck

Dee Dee-

See below. We did this last year so theres probably a green sheet and resolution somewhere we can use as a go-by

Respectfully,
Erik Cortinas, CBO, LEED AP
Building Official
City of Fairhope, Alabama
(251) 990-0141
(251) 990-2879 (fax)
erikc@fairhopeal.gov

CONFIDENTIALITY NOTICE - The information contained in this e-mail and any attachments to it may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it.

From: Erik Cortinas
Sent: Thursday, February 21, 2019 8:46 AM
To: Lisa A. Hanks, MMC <lisa.hanks@cofairhope.com>
Subject: Council resolution approving \$28K for Bldg Dept to purchase ALDOT truck

Last year I received a council resolution approving a Not To Exceed price for the purchase of a used ALDOT truck for the Bldg Dept. We did that because the available truck through ALDOT are first come, first served and by the time we were able to identify a specific truck and price, it has been claimed by someone else and we had to start over. To make sure we were able to make a good purchase as first come-first served, I requested that the Council approve a NTE amount which allowed us to purchase the best buy available under that amount.

Can we do that again and get it on the next available council agenda? We are trying to buy another vehicle but the trucks we want are being bought out from under us by other cities because of the delay of having to go back before the Council and getting a resolution. I would like to get the Resolution out of the way so we are free to make a purchase under an approved amount.

Respectfully,
Erik Cortinas, CBO, LEED AP
Building Official
City of Fairhope, Alabama
(251) 990-0141
(251) 990-2879 (fax)
erikc@fairhopeal.gov

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request and receive RFQs for Metal Building for Transformer Storage at Twin Beech for the Electric Department (RFQ No. 001-19) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] [2] After evaluating the quotes, the City of Fairhope approves the procurement of Metal Building for Transformer Storage at Twin Beech for the Electric Department from ACE-QUIN-CO, Inc. with a total cost of \$18,650.00.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 2/28/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ No. 001-19 Metal Building for Transformer Storage at Twin Beech

Project Location: Twin Beech

Presented to City Council: 3/7/2019

Funding Request Sponsor: Michael Allison, Electric Superintendent
Richard Peterson, Director of Operations

Project Cash Requirement Requested:
Cost: \$ 18,650.00

Vendor: ACE-QUIN-CO, Inc.

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Department Funding This Project								
General	Gas	Electric XXX	Water	Sewer	Gas Tax	Cap Proj	Impact	
Department of General Fund Providing the Funding								
Admin-10	Bldg-13 Golf-50	Police-15 Golf Grounds-55	Fire-20	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Project will be:

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

Expense Code: 003-16500 Grant: _____

G/L Acct Name: Capital Purchases-Buildings

Project Budgeted: \$35,000.00

Over (Under) budget amount: (\$16,350.00)

Comments: This was erroneously budgeted to maintenance-buildings 003-50360. Although capital items in utilities are reported on the balance sheet and are not "budgeted", cash flow still affected and should have been listed as capital item in 2019 budget.

Federal - not to exceed amount
State _____
City _____

Bond: _____ Title _____ Year _____

Loan: _____ Title _____ Year _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: _____	Purchasing Memo Date: <u>2/28/2019</u>	Delivered To Date: <u>3/1/2019</u>
Request Approved Date: <u>3/3/19</u>	Request Approved Date: <u>3/1/2019</u>	Approved Date: _____
Signatures: <u>[Signature]</u>	<u>[Signature]</u> M. Cabaniss, MBA	Mayor Karin Wilson



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

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

Date: February 28, 2019

Re: Greensheet and City Council approval to award RFQ No. 001-19
Metal Building for Transformer Storage at Twin Beach

Lisa A. Hanks, MMC
City Clerk

A Request for Quotations **RFQ No. 001-19 Metal Building for Transformer Storage at Twin Beach** for the Electric Department, was issued on January 30, 2019, to multiple vendors from the bidder's list, and advertised to the general public. Responses were received until 9:00 a.m. on February 22, 2019. A Bid Tabulation and Recommendation was composed (see attached). The lowest responsive and responsible bidder was **ACE-QUIN-CO, Inc**

Michael V. Hinson,
CPA
City Treasurer

The Electric Department Superintendent, Mike Allison, recommends awarding this bid to the **ACE-QUIN-CO, Inc**, in the amount of **EIGHTEEN THOUSAND, SIX HUNDRED FIFTY DOLLARS (\$18,650.00)**.

Please construct a greensheet and place on the next available City Council Agenda this request to award RFQ No 001-19 ACE-QUIN-CO, Inc. in the amount of \$18,650.00.

61 North Section
Street PO Drawer
429
Fairhope, Alabama
36533

Cc, file, M. Allison, R Peterson,

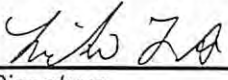
251-928-2136
251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE
 TAB AND RECOMMENDATION
 RFQ NO: 001-19
 BID NAME: Metal Building Transformer Storage Twin Beach
 BID OPENED: February 22, 2019 - 9:00 a.m.

Vendor	Pre-Engineered Metal Building	Response Form Signed/Notarized	Addenda No. 1	Addenda No. 2	Reference List
ACE-QUIN-CO Inc.	\$ 18,650.00	Y	Y	Y	
KEMKO Inc.	\$ 24,974.28	Y	Y	Y	Y
EJ Builders Inc.	\$ 30,510.00	Y	Y	Y	
S.C. Stagner Contracting Inc.	\$ 21,000.00	Y	Y	Y	
MW Industrial Services Inc.	\$ 76,625.00	Y	Y		
Blacksher Metals	NO RESPONSE				
Sycamore Construction	NO RESPONSE				
Valor Steel Buildings	NO RESPONSE				
Southern Building Structures	NO RESPONSE				
Mosley Building Systems	NO RESPONSE				
Sun Coast Builders Inc	NO RESPONSE				
Witherington Construction Corp	NO RESPONSE				
Oakland Metal Buildings	NO RESPONSE				

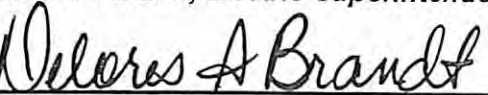
Recommendation: ACE-QUIN-CO Inc.

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



 Signature
 Michael Allison, Electric Superintendent

2/28/19
 Date



 Signature
 Delores A Brandt, Purchasing Manager

2/28/19
 Date

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute Change Order No. 2 to Bid No. 005-18, Library Envelope Repairs 2019 which adds an additional 12 calendar days to the contract for miscellaneous repairs due to unforeseen conditions discovered upon demolition and affects the critical path schedule; and awards the Change Order to MW Rogers Construction Co., LLC. The Change Order will extend the contract time from 210 calendar days to 222 calendar days.

Adopted on this 7th day of March, 2019

Karin Wilson, Mayor

Attest:

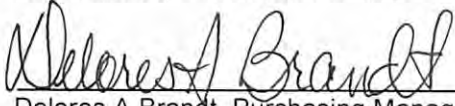
Lisa A. Hanks, MMC
City Clerk



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance

From: 
Delores A Brandt, Purchasing Manager

Council Members:

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

Date: February 11, 2019

Re: **Placing Change Order No. 2, to Bid No 005-18 Fairhope Library Envelope Repairs 2018** on the next City Council agenda

Lisa A. Hanks, MMC
City Clerk

Concerning ongoing Fairhope Library Envelope Repairs 2018:

The Architect of Record recommends and approves the submitted request for additional time from MW Rogers Construction Co., LLC for **an additional (12) contract days**, for the miscellaneous repairs (see attached request from MWR). These were unforeseen conditions were only discovered upon demolition and affects the critical path schedule. The cost of this **Change Order No. 2 (see attached)** will be covered by contingency funds built into the contract. The consideration of the change order will **extend the contract completion time from 150 calendar days plus 60 days per CO#1 for a total of 210 additional days, bringing the total extension to result in 222 calendar days** to complete the project.

Please place on this City Council Agenda this request for consideration and approval of Change Order No.2, which is an additional 12 days extension of contract time from 150 calendar days to 210 calendar days (CO#1) to 222 calendar days (CO#2) for Bid No. 005-18 Fairhope Library Envelope Repairs 2018 and award of the Change Order #2to MW Rogers Construction Co., LLC., and authorization of the Mayor to execute Change Order No. 2 (see attached change order form).

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC: file, R Peterson, Lance Cabaniss, Brooke Rodriquez-Feo (GMC)

CONTRACT CHANGE ORDER NO. 3
City of Fairhope, Alabama

DATE: 2/6/2019 **PROJECT:** Repairs to Fairhope Library Structure

TO: MW Rogers Construction Co., LLC

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to: Additional time of 72 days requested with connection to ASI 16, ASI 20, ASI 17A, ASI 19, ASI 25, ASI 24, ASI 29

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:
(Note: Numbers in parentheses are deductions.)

ORIGINAL CONTRACT PRICE:	\$1,010,950.00
LESS CONTINGENCY/ALLOWANCE	\$39,858.00
NET ORIGINAL CONTRACT PRICE	\$1,010,950.00
Net total of previous Change Orders	\$0.00
Previous revised Contract Price	\$1,010,950.00
This Change Order No 3	Add <input type="checkbox"/> Deduct <input type="checkbox"/>
Revised Contract Price this date	\$1,010,950.00

Extension of time resulting from this Change Order (indicate number of calendar days): 72 calendar days - from 210 to 282

The amount of this Change Order will be the responsibility of the amount removed from Contract Contingency .

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change.

The Contractor and OWNER(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

(Company)

By: _____

RECOMMENDED

By: _____

(Design Architect)

CONTRACTING PARTIES

(Contractor)

By: _____
(Authorized Representative)

CITY OF FAIRHOPE

By: _____
(Mayor)

(City Clerk)



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

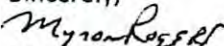
Gentlemen,

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- 1/2 " (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

February 27, 2019

Lisa A. Hanks
City Clerk

Please add the following recommendation and request to the March 7, 2019 City Council agenda on behalf of the Fairhope Environmental Advisory Board and Fairhope Public Utilities. This was a favorable recommendation made at the February 22, 2019 meeting.

Requesting from the City Council approval of the following three initiatives: Stormwater Sampling Plan, Side-stream Wastewater Storage, and Fairhope Public Utilities Technical Support Services Resource or Division as described on the attached document.

The Fairhope Environmental Advisory Board

SERVICE IMPROVEMENT AND ENVIRONMENTAL ENHANCEMENT WITH THE WASTEWATER COLLECTION AND TRANSMISSION SYSTEM REHABILITATION AND TRANSMISSION CAPACITY UPGRADE

Fairhope Public Utilities and the Environmental Advisory Board have reviewed the ongoing wastewater collection and transmission system rehabilitation, and the transmission capacity upgrade. There are three initiatives we recommend to address service improvement and environmental enhancement: a stormwater sampling plan, side-stream wastewater storage, and critically, a utility technical support services resource or division.

Stormwater Sampling Plan: We need to implement a comprehensive approach to identifying the cause of bacteriological pollution in the City's watersheds. We need to investigate all the watersheds within our wastewater collection system and identify the origins of any pollution. As we work on the rehabilitation of the wastewater system, we require tracking improvements in water quality over time in all affected watersheds.

Side-stream Wastewater Storage: This system feature will provide a multitude of benefits to the management of our wastewater system. This feature was built at the wastewater plant in the late 1990s or early 2000s as a two-million-gallon equalization basin but was repurposed to allow more permitted treatment capacity at the plant. The proposed new feature includes up to seven side-stream storage vessels located where they will benefit the system beyond simple equalization. These will be used as pre-treatment vessels to re-oxygenate the flow from grinder pumps. Grinder pumps are closed systems and that can become septic or corrosive to transmission system components. They have a higher biological oxygen demand-BOD-for treatment at the wastewater plant. The side-stream storage vessels will be placed upstream of major pumping stations where they serve as emergency holding vessels when maintenance of the stations is required. They would allow the flow to the plant to be steadied, improving treatment and providing additional time to make the necessary transmission improvements. These vessels would be the hydraulic equalization basins we need to guard against sewer overflows during rain events. The current transmission system isn't able to handle all of the flow to the plant without the addition of properly located side-stream storage.

Fairhope Public Utilities Technical Support Services Resource or Division: The utilities critically need a support resource or division that provides mapping, SCADA, and basic engineering functions, such as: permitting utility work, planning, inspection services on new development, and project management. This concept is found in the attached proposed organization chart. We have at hand a multimillion-dollar capital improvement plan with real needs for support services to bolster our staff, presently fully committed to building a mile of force main, performing point repairs, responding to emergencies, and smoke testing where high flows are detected.

Fairhope Public Utilities and the Environmental Advisory Board are confident that these initiatives are needed for the City to continue to meet the needs of the community as it grows.