



COMMUNITY DEVELOPMENT DEPARTMENT

200 NORTH ALSTON STREET

Foley, Alabama 36535

www.cityoffoley.org

(251) 952-4011

FAX (251) 971 -3442

November 9, 2016

Mayor and City Council
City of Foley
407 East Laurel Ave.
Foley, AL 36535

RE: Grant Recommendation

Dear Mayor Koniar and City Council Members:

The Historical Commission held a regular meeting on November 8, 2016 and the following action was taken:

Agenda Item: Consideration of Grant Recommendation

John Foley/7 Broad Street, LLC.
218 S. McKenzie St.
Local District– Non-Contributing

Action Taken: Commissioner Wilbourne made a motion to recommend the requested grant request to Mayor and Council. Commissioner Shanks seconded the motion. Vice-Chairman Arp abstained, all other Commissioners voted aye.

Motion to recommend the requested consideration of grant request to Mayor and Council passes.

Please let me know if you have any questions or concerns.

Respectfully,

Melissa Ringler
Planning & Zoning Coordinator
mringler@cityoffoley.org

MAYOR: John E. Koniar

CITY ADMINISTRATOR: Michael L. Thompson

CITY CLERK: Vickey Southern

COUNCIL MEMBERS: J. Wayne Trawick; Vera Quaites; Ralph G. Hellmich; Cecil R. Blackwell; Charles Ebert III

407 East Laurel Avenue
P.O. Box 1750
Foley, Alabama 36536



(251) 943-1545
Fax (251) 952-4014
www.cityoffoley.org

CITY OF FOLEY
DOWNTOWN INCENTIVE GRANT APPLICATION

Applicant: 7 Broad Street, LLC

Property Owner: 7 Broad Street, LLC

Applicant Address: 823 Dumaine Rd. Mobile, AL 36610

Telephone: 251-979-7773

E-mail: john@foleycom.com

Project Physical Address: 218 S McKenzie St

Name of Business: Title Guaranty

Type of Business: Title Insurance

Existing Business: OR New Business: Number of years in
Business: since 1954

What effect do you think this project will have on your business? (may attach separate sheet)

This project will get building back in leasable shape.

Why do you want/need this grant? (may attach separate sheet)

We need the grant to make project feasible.

Project Start Date: ~~Oct 2016~~ Nov. 2016

Project Completion Date: Jan. 2017

Project Description: see attached exhibit "A"

Date of Foley Historical Commission Certificate of Appropriateness:

Contractor & Contact Info:

Thomas Roofing 550 St. Michael St. Mobile, AL 36601
251-438-2036

Total Cost of Project (attach bid) \$ 35,183

Amount Requested (50% of total not to exceed \$5,000 per project) \$ _____

Or \$7,500 for expansions or vacant buildings \$ 7,500

Acknowledgement and Agreement

My signature acknowledges the following:

Façade changes will be in accordance with appropriateness as determined by the City of Foley Historical Commission for projects within the National District or the Local Downtown Districts.

The project will begin within 60 days of grant approval, and will be completed within 6 months of beginning work.

Reimbursement will occur after project completion and upon submission of appropriate forms and documents as outlined in the guidelines.

Work completed prior to grant approval is not eligible for funding.

All required permits are the responsibility of the owner/applicant.

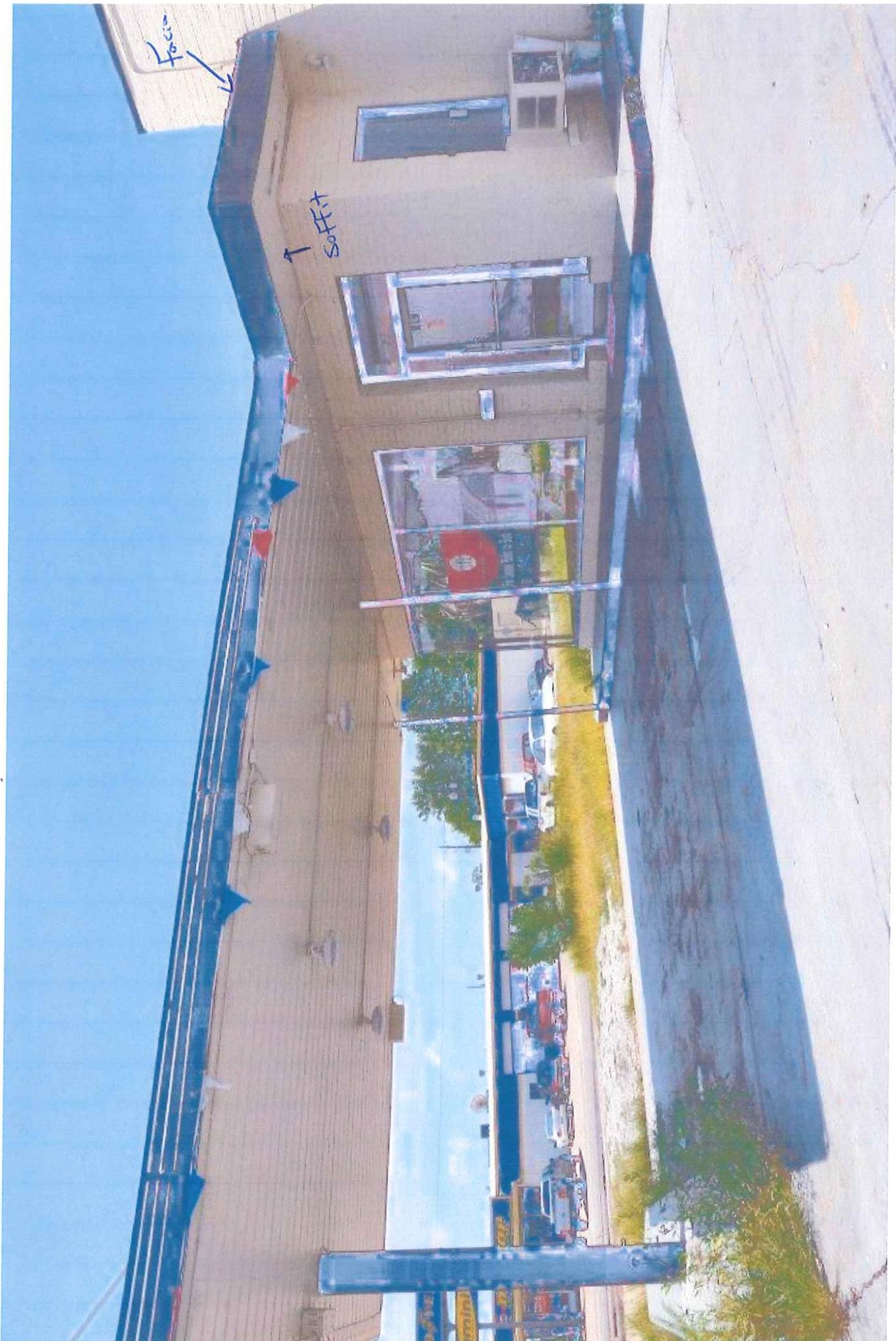
It is expressly understood and agreed that the applicant will not seek to hold the City of Foley or the Foley Historical Commission, and/or its agents, employees, officers and/or directors liable for any property damage, personal injury, or other loss relating in any way to this Incentive Grant Program.

Signed John Foley member Date 9/7/16
Property Owner

Signed John Foley member Date 9/7/16
Applicant

Send all materials to:

City of Foley
Community Development Department
200 North Alston Street
Foley, AL. 36535



Fascia

Soffit

FOLEY HISTORICAL COMMISSION
CITY OF FOLEY
200 NORTH ALSTON ST.
FOLEY, ALABAMA 36535

APPLICATION FOR
CERTIFICATE OF APPROPRIATENESS

1. Name of Applicant: 7 Broad Street, LLC
Mailing Address: 823 Dumaire Rd Mobile, AL 36610
Telephone: 251-979-7773 Email: john@foley.com.com
Relationship of applicant to property: Owner () Occupant ()
2. Address of Property: 218 S McKenzie St
3. National Register () Contributing () Non-Contributing () Circa _____
Local Downtown () Circa _____
4. Nature of Proposed Work/Application (Check All That Apply):
() Use of Property () Fence () Landscaping
() Repairs or Alterations () Awning () Color Change
() Sign Erection or Placement () Demolition () Other
() New Construction () Moving a Building
5. Please describe your proposed work as simply and accurately as possible (use extra sheet, if necessary). See Criteria for Submission for information that must accompany this application.

See exhibit "A"

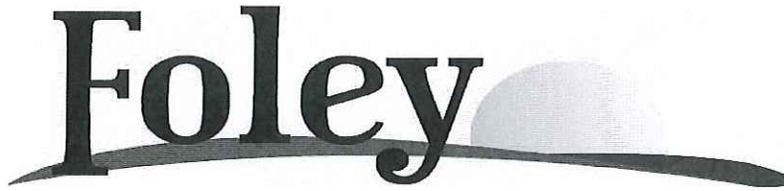
If you will be painting, please list the three colors you have chosen from a Historical color palette and enclose color chips with your application.

Black

I, the undersigned, have complied with the Criteria for Submission. I understand that if the information submitted is not complete, this application will not be considered.

JL Fey
Signature of Applicant

10/25/16
Date



CITY OF FOLEY ALABAMA
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION
200 NORTH ALSTON STREET
FOLEY, AL. 36535
PHONE: (251)952-4011, FAX: (251)943-6903
WEBSITE: cityoffoley.org

October 27, 2016

John Foley, 7 Broad Street, LLC
218 S. McKenzie St.
Local District – Non-Contributing
Foley, Alabama 36535

RE: **Request to replace and paint fascia and soffit**

Dear Mr. Foley:

You have requested to replace and repaint the fascia and soffits on your building located at 218 South McKenzie Street:

The materials will be replaced with like materials and the replacement color will be white.

STAFF RECOMMENDATION:

The material replacement will be with the same type materials that were original and white is an approved color, therefore, this application is staff approved as presented.

Please let me know if you have any questions or concerns.

Respectfully,

Chuck Lay

Chuck Lay
Inspector
Foley Historical Commission

exhibit "A"



Proposal

Date: 5/4/16
Job: Old Service Station
218 South McKenzie Street
To: John Foley
From: Kyle Thomas

Scope of Work:

1. We will remove the existing roofing down to the wood decking.
2. We will inspect the decking and replace any rotten or bad areas at a unit cost of \$7.00 per square foot. We have included an allowance of 200 square feet in our base bid. If the actual amount replaced goes over the allowance amount, we will invoice the extra at the unit cost rate.
3. We will install one layer of 1.5" polyisocyanurate insulation over the wood deck.
4. We will install a mechanically attached 60 mil TPO membrane roof system.
5. We will install new wood blocking on top of the parapet wall, and will install new 24 gauge Kynar coated metal coping.
6. We will install new 24 gauge Kynar edge trim, with gutter and downspout at the rear.
7. We will replace all fascia and soffit with new lumber of similar profile. We will paint all new fascia and soffit.
8. We will furnish to the owner a manufacturer's 20 year warranty.

Qualifications / Exclusions:

1. Our price assumes the front canopy has been removed. The metal roof on the canopy slopes back towards the main building and rests on top of the existing roof. There is no way to make a proper tie-in from this metal roof panel directly onto our new TPO roof. So the metal roof canopy either needs to be removed entirely, or removed and re-built such that it does not rest on top of the main building roof.

Pricing:

Roofing and Sheetmetal:	\$25,053.00
Fascia, Soffit, & Painting:	\$10,130.00
Total:	\$35,183.00

Proposal



Established 1935
 PHONE (850) 478-0230 · FAX (850) 478-0409
 18 W. STUMPFIELD RD. · PENSACOLA, FL 32503-7493

MEMBER
 STATE CERTIFIED
 LIC #CCC1329298

PROPOSAL SUBMITTED TO 7 Broad, LLC	FAX	PHONE	DATE 10/07/2016
STREET Foley, AL		JOB NAME AND LOCATION: Old Gas Station 218 S. McKenzie St Foley, FL	

Page No. 1 of 3 Pages

The following scope of work on 2 roof areas, front canopy roof is not included.

- *Tear-off existing roof down to structural wood deck.
- *Install new treated 2 X 4 at eave conditions to match insulation starting thickness. Install new treated wood nailers at top of perimeter wall on the upper roof level.
- *Install a 1.5" (R-8.6) over both roof areas.
- *Install new 60 mil TPO membrane using a mechanically fastened method of attachment in approved fastening patterns. The color will be bright white and all seams will be hot-air welded for waterproofing integrity.
- *Flash all penetrations in accordance with roof manufacturer's requirements.
- *Fabricate and install new TPO coated eave metal at building perimeter.
- *Install new shope fabricated prepainted metal coping on perimeter of upper roof level.
- *Upon completion the roof manufacturer's 20-year warranty to be provided.

Soffits/Lower roof level only

- >Remove existing wood soffits.
- >Install metal hat channels.
- >Install new prepainted white aluminum soffit metal.
- >Install new prepainted fascia on building perimeter.

Amount for this work \$7,330.00 included in proposal amount below.

Note: If any deteriorated wood decking is discovered it will be replaced at an additional cost.

NOTES:

- *No mechanical/plumbing/electrical work included.
- *No replacing or resecuring of existing wood deck is included.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Thirty Three Thousand One Hundred Fifty Five and No/100-----Dollars (\$33,155.00)
 Payment to be made as follows: PROGRESS PAYMENTS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized
Signature

Greg DeRycke

Note:

This proposal may be withdrawn by us if not accepted within 30 days.

The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. By signing this proposal, we are agreeing to the attached Terms and Conditions.

Signature _____

Signature _____

Date of Acceptance: _____

"Satisfaction, Our Major Attraction"

TERMS AND CONDITIONS

1. **General.** This Agreement is subject to change without notice and is automatically withdrawn on the 30th day following its date of issue if not accepted in writing and a copy of this Agreement returned to Edwards Roofing Company, Inc. ("Contractor"). If Customer cancels the Agreement prior to the start of work, Customer is liable for 15% of the total Agreement price as liquidated damages, because Contractor is unable to accurately measure its damages for the cancellation of the Agreement. Customer and Contractor agree that this amount is not a penalty. Contractor reserves the right to withdraw this Agreement at any time prior to its acceptance or cancel this Agreement prior to work start to be performed in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (d) singular words include plural and vice versa.
2. **Access.** Customer agrees to provide Contractor with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Contractor is not liable and Customer is solely liable for the grading, slope or construction of the roof deck, the roofing system and/or appurtenances, if that work was installed by any person other than Contractor, or unless otherwise specified by Contractor in this Agreement. Customer agrees to provide roof deck surfaces that are sufficient to receive materials as required.
3. **Site Conditions.** Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.
4. **Payment Terms.** By signing this Agreement, Customer gives Contractor the right to obtain a credit check on the signatory. Contractor reserves the right to require a deposit in excess of 10%, and Customer hereby agrees to waive the requirements of Florida Statute 489.126. Customer agrees to pay interest of 1 1/2 % per month (ANNUAL PERCENTAGE RATE OF 18%), unless otherwise required by law, on the balance of any unpaid amounts. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. At Contractor's sole discretion, Contractor may accept payments over time. If payments are accepted over time, Customer agrees that Contractor may lien the property for the amounts unpaid as of the date the lien is recorded, and Customer is liable for all costs associated with the creation and filing of the lien. Once all amounts are paid in full, the lien shall be released. Customer shall not withhold any part of the Agreement amount for which payment is due under the Agreement. The total Agreement price, including the charges for changes/extras outside the scope of work identified herein, shall be payable to Contractor in accordance with the agreed upon terms. No portion of the agreed upon payment may be withheld, back charged or used as a soloff of the agreed upon payment amount without the express written permission of Contractor. As such, Customer acknowledges that payment to Contractor is an independent obligation. If there is an increase in the price of the products charged to the Contractor in excess of five percent (5%) subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to the Contractor. Contractor will submit written documentation of the increased charges to the Customer. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract. The contract sum shall be increased by the amount of contractor's reasonable costs of shut-down delay and start-up.
5. **Restrictions and Requirements.** Contractor shall carry worker's compensation, automobile liability, commercial general liability and any other insurance required by law. Contractor will perform the work hereunder within a reasonable time and in a workmanlike manner. In the event that state, county, or municipal codes or regulations require work not expressly set forth in this Agreement or differ materially from that generally recognized as inherent in work of the character provided for in this Agreement, all extra costs for Contractor's labor and materials shall be the sole obligation of the Customer. If the substrate roof condition results in ponding pursuant to the Florida Building Code and modifications are required to correct the roof so ponding will not occur, Contractor will notify Customer immediately. It shall be the sole obligation of the Customer to determine the existence of restrictions contained in deeds, subdivision or neighborhood regulations which might relate to or restrict the improvements under this Agreement. Contractor shall have no liability or responsibility for any such non-conformity with such restrictions/requirements. Contractor shall be entitled to payment from Customer of all sums due hereunder notwithstanding any injunction/prohibition against the work as a result of any violation of such restriction/requirement.
6. **Customer Protection of Property.** Although Contractor will take the appropriate precautions, due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, landscaping, appurtenances, person(s) or real or personal property at the job location other than persons and property under Contractor's control. Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. The cost for testing/abatement for asbestos and lead is the sole responsibility of the Customer. As part of the roofing process, odors and emissions from roofing products will be released and noise will be generated. Customer shall be responsible for indoor air quality and shall hold Contractor harmless, indemnify and defend Contractor from claims relating to fumes and odors that are emitted during the normal roofing process.
7. **Choice of Law, Venue and Attorney's Fees.** This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be Escambia County, Florida, unless the parties agree otherwise. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.
8. **Waiver of Jury Trial.** THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.
9. **Damage Limitation.** In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, punitive, or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
10. **Warranties.** Unless otherwise provided: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.
11. **Claims.** It is Customer's duty to notify Contractor in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Contractor under this Agreement ("Occurrence"). Failure of the Customer to provide written notice of the Occurrence shall result in the Customer waiving all claims that may be brought against Contractor arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
12. **Acts of God.** Contractor shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Contractor's reasonable control, including delays caused by any act or neglect of Customer, by any separate contractor employed by the Customer, or by changes ordered by the Customer in the work. Customer shall obtain prior to construction fire, tornado, flood, builder's risk and other necessary insurance for this project.
13. **Disclaimer.** Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out of or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties.
14. **Working Hours.** The Agreement is based upon the performance of all work during Contractor's regular working hours, excluding weekends and National holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours if required by Customer.
15. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. Contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value, ASTM or UL compliance, but rather the materials used are represented as such by the manufacturer. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
16. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. This Agreement incorporates the document entitled "Limited Workmanship Warranty." Customer acknowledges that it has read/agreed to all incorporated documents and exhibits.

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Contact Information

Address: P.O. Box 1047
Foley, Alabama
36536

Phone: [\(251\) 943-5037](tel:(251)943-5037)

Our People

<p>John Foley President</p>	<p>Phone: (251) 943-5037</p>
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HISTORICAL GRANT APPROVALS - DOWNTOWN

DEV/IMPV GRANT

Applicant	Address	Date of Approval by Commission	Amount Requested	Amount Paid	Date Pd	Ck#	FYBudget	FY
							50,000.00	FY15
Katy's Catering	515 N. McKenzie St.	01/13/2015	\$5,000	5,000.00	09/08/2015	42441	45,000.00	
							35,000.00	FY16
Charlie Ebert	222 W. Laurel Ave.	10/13/2015	\$5,000	1,250.00	03/09/2016	45460	33,750.00	
Terrezza Optical	309 N. McKenzie St.	02/10/2015	\$5,000	5,000.00	03/28/2016	45857	28,750.00	
Crimson Eagle Development	217 N McKenzie St.	11/05/2015	\$7,500	6,674.07	08/03/2016	47885	22,075.93	
							35,000.00	FY17
Kaiser Auto Service	402 N McKenzie St.	07/12/2016	\$2,107	2,722.96	10/20/2016	49214	32,277.04	

Holk	208 S. Alston St.	04/12/2016	\$3,750	May change when get bids
Holk	212 S. Alston St.	04/12/2016	\$3,750	May change when get bids
Holk	105 S. McKenzie St.	04/12/2016	\$5,000	May change when get bids
Holk	107 S. McKenzie St.	04/12/2016	\$5,000	May change when get bids
Wilson Automotive	301 N. McKenzie St.	07/12/2016	\$3,249	
Charlie Ebert	224 W. Laurel Ave.	08/09/2016	\$5,000	
			\$25,749	