



CITY OF FAIRHOPE

CITY COUNCIL PACKET

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.**



Public Meeting Notice

SPECIAL CITY COUNCIL MEETING

- Date & Time:** Thursday, July 2, 2020 at 11:30 a.m.
- Place:** Teleconferenced – COVID-19
161 North Section Street
- Subjects:** Temporary construction easement and subterranean remediation for property located at the Northeast corner of Section Street and Fairhope Avenue
- Authorization to request reimbursement from the CARES Act to contract Dylan Spencer of Story Telling for work to be performed on the website Fairhope Local

Notice must be stamped, dated, and initialed before posted on bulletin board.

RESOLUTION NO. _____

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

That Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a professional services agreement with Goodwyn, Mills and Cawood (GMC) for work performed related to the removal and remediation of certain underground storage tanks located on City property and an adjacent property located at or near the northeast corner of Section Street and Fairhope Ave. The scope of work shall include associated analytical fees, professional services and miscellaneous fees with a not to exceed price of \$15,258.00.

Adopted on this _____ day of July, 2020

Karin Wilson, Mayor or
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

That Mayor Karin Wilson or Council President Jack Burrell is hereby authorized to execute a temporary easement agreement with 10 North Section, L.L.C. a Louisiana corporation, granting the City of Fairhope a construction easement on its property for the removal and remediation of certain underground storage tanks located on City property and near the northeast corner of Section Street and Fairhope Ave. The construction easement will permit city employees to work on said land for the purpose of removing subterranean tanks on and off City property in consideration of a reduction of the purchase price of said corner lot.

The Council hereby determines that the expenditures involved in this matter serve a valid and sufficient public purpose in that the public private partnership between the parties will remove potential public health risks and prevent future potential contaminates on City property.

Adopted on this _____ day of June, 2020

Karin Wilson, Mayor or
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

TEMPORARY CONSTRUCTION AND ACCESS EASEMENT

STATE OF ALABAMA

COUNTY OF BALDWIN

For a valuable consideration, receipt of which is hereby acknowledged, 10 North Section, L.L.C, a foreign corporation, Grantor, hereby grants to the City of Fairhope, Alabama, a Municipal Corporation, in Baldwin County, Alabama a temporary construction and access easement in, upon, over, under, and across that certain real property situated in the City of Fairhope, Baldwin County, Alabama and more particularly described as follows:

The Clock Corner or Cobblestone Courtyard located at the Northeast intersection of Fairhope Ave and Section Street located in Fairhope, Alabama immediately South of a lot leased and/or owned by the City of Fairhope. The approximate lot size 34.5 ft on the East and West boundaries and 26.25 ft. on the North and South boundaries.

The Grantor grants to Grantee the right during a subsurface tank removal project on the corner properties of the Grantee and Grantor to use the above situated land for purposes incidental to the Grantee’s removal of the tanks and remediation work in anticipation of the corner property sale to the Grantee. The right to use shall cease and terminate on or before the date of closing.

Grantee has the right to deposit tools, implements, and other materials on the easement and to utilize construction and other equipment thereon. Additionally Grantee shall have the right to remove and dispose of said tanks and related soils when necessary for the purpose of exercising Grantee’s rights hereunder.

Grantee shall pay the expense of the project in consideration for the reduction in proposed purchase price of said corner lot and waive and release any claims against the City of Fairhope and its agents related to the proposed work on said property.

In witness whereof the parties hereto have set their hands and seals this ____ day of _____, 2020.

CITY OF FAIRHOPE

By: _____
KARIN WILSON as its Mayor or
JACK BURRELL as Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

10 North Section, L.L.C

By: _____
_____, As Its _____

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on this the ____ day of _____, 2020.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF LOUISIANA
TAMMANY PARISH

I, the undersigned, a Notary Public, in and for said Parish in said State, hereby certify that Matt Bowers, as the President and Agent of the 10 North Section L.L.C, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, in such capacity and it's full authority, executed the same voluntarily on the date the same bears date.

Given under my hand and seal this the _____ day of _____, 2020.

NOTARY PUBLIC

My commission expires _____

Grantor:

2000 Preserve Lake Drive, Ste. B
Covington, LA 70433

Grantee:

860 North Section Street
Fairhope, AL 36532

THIS INSTRUMENT PREPARED BY:

Marcus McDowell
Fairhope City Attorney
Wilkins, Bankester, Biles & Wynne, P.A.
P O Box 1367
Fairhope, AL 36533
251-928-1915

The preparer of this instrument has not reviewed the status of the title to this property and has acted solely as the drafter of this instrument. Preparer does not have a metes and bounds description of the exact location of the easement on the property.

RESOLUTION NO. _____

WHEREAS, the City of Fairhope reacts to the coronavirus pandemic, supplying local citizens with the most current information regarding their community is paramount. Information posted on the Fairhope Local Website will include but not limited to medical facilities, pharmacies and local merchants providing essential services. Information on hours of operation and any new guidelines on how the facility conducts their business will provide the citizens of The City of Fairhope the best choice for these services while practicing social distancing and following all guidelines put in place by government officials. Some examples of information would be and not limited to drive-thru service, curbside service, online service, home delivery or other shipping methods. The Fairhope Local Website is designed to help minimize exposure for the local citizens of The City of Fairhope during the coronavirus pandemic. In addition, promoting economic recovery by educating the citizens on new ways of conducting business.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, IN A SPECIAL CALLED MEETING, that the City Council approves the selection of Dylan Spencer of Story Telling for work on the website: Fairhope Local business in the amount of \$6,000.00, reimbursement for these funds will be requested from the CARES Act; and hereby authorizes Mayor Karin Wilson to execute the associated contract in the amount \$6,000.00.

DULY ADOPTED THIS 2ND DAY OF JULY, 2020

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



Dylan Spencer & Co.

Dylan Spencer

BILL TO:

ITEMS	QTY	UNIT	PRICE	TAX	TOTAL
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Strategy Session			\$0	<input type="checkbox"/>	\$0
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Dylan will meet virtually with the Fairhope team to clarify their message and web strategy. Dylan will gather information from these sessions to adapt the website to Fairhope's needs and goals. These meetings will be recorded.

Fairhope Local Website	Qty		\$6,000	<input type="checkbox"/>	\$6,000
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A localdistancing.com style website for the Fairhope area.

Subtotal	\$6,000
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[Add discount](#)

Tax 8.75%	\$0
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Grand Total	\$6,000
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 PAYMENT SCHEDULE

AMOUNT	WHEN	INVOICE #	STATUS
\$3,000	Jul 3, 2020	#80395-000063	UPCOMING
\$3,000	Project Date (TBD)	#80395-000064	UPCOMING

Client Service Agreement

Entered into on Jun 26, 2020 .

Parties:

Known as "Dylan"

Dylan Spencer & Co.
dylan@dylanspencer.co
(205) 427-2149

and

Known as "Client"

EXAMPLE
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.....
.....

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Dylan to provide services as detailed in this Agreement. Dylan has agreed to provide such services according to the terms of this Agreement.

Terms

Project and Services

Dylan's services include delivering the assets set forth in the proposal.

The success of this project will be determined by a number of factors, including but not limited to demand, prospects, prices, competition, features, and benefits. Dylan cannot guarantee results; however, he absolutely guarantees that he will work within reason to fully satisfy Client.

Cost, Fees and Payment

The total cost ("Total Cost") for Services is 6,000 due in full by the date of project completion. Client shall pay the Total Cost to Dylan by bank transfer or by mailing a check to 1004 Melrose PI, Homewood, AL 35209 (made out to Dylan Spencer).

A recurring (options for monthly or annually) hosting and Content Management System (CMS) fee may be necessary. This fee will be paid by Client via credit card using a payment form set up by Dylan. If Client does not already own the necessary domain, there may be additional fees for domain ownership to be managed by Client or Dylan as desired.

Simple revisions or changes may be allowed for free as appropriate, but a "Revision Fee" of \$100/hr may apply to revisions, additions, and other major changes.

For Services, a deposit equal to 50% of Total Cost will be paid up front, and the remaining 50% of Total Cost will be paid upon completion of the creative work immediately after "go live" or delivery. All domain, hosting, and CMS payments must be set up before publishing of the project.

Ownership

Provided that all fees are paid the completed project will be a "work made for hire," meaning that Client will own the copyrights on the completed project except for any pre-existing images or typefaces that may be used in the project. Dylan retains the right to use words and phrases used in the project in other work.

Dylan has the right to include his personal branding on the site (for example, "This website built by Dylan Spencer & Co" hyperlinked to his website in the footer of the site).

Confidentiality

Client may disclose non-public confidential information. Dylan agrees not to use or disclose Client's non-public confidential information, except with consent for purposes of the project.

Artistic Release (if applicable)

For any subjective creative work included in this contract, Client has spent a satisfactory amount of time reviewing Dylan's work and has a reasonable expectation that Dylan will perform the Services in a similar manner and style unless otherwise specified in this Agreement.

Dylan will use reasonable efforts to ensure Client's Services are produced in a style and manner consistent with Dylan's current portfolio, and Dylan will try to incorporate any reasonable suggestion made by Client. However, Client understands and agrees that:

1. Every client is different, with different tastes, budgets, and needs;
2. Creative services are often a subjective art and Dylan has a unique vision, with an ever-evolving style and technique;
3. Dylan will use his artistic judgment when providing Services for Client, which may not include strict adherence to Client's suggestions;
4. Although Dylan will use reasonable efforts to incorporate Client's suggestions and desires when providing Client with the Services, Dylan shall have final say regarding the aesthetic judgment and artistic quality of the Services.

Limit of Liability

Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Dylan.

Loss of Product. In the event that any or all product(s) are lost, such as damage to or loss of a component of the product necessary for final delivery, Dylan shall refund Client a pro-rated portion of the Total Cost based on the amount of Services that were completed/provided against the amount of Services that were agreed to be completed/provided.

Indemnification. Client agrees to indemnify, defend and hold harmless Dylan and his affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Dylan provides to Client.

Changes

Unless otherwise provided herein, Client shall pay additional charges for all changes requested by Client which are outside the Scope of the Services on a time and materials basis in an amount separately agreed upon in writing in advance of the change. Such charges shall be in addition to all other amounts payable under this Agreement despite any maximum budget, contract price or final price identified therein. Dylan may extend or modify any delivery schedule or deadline as required by such Changes.

Impossibility

Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a pandemic, riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services

In the event Dylan cannot or will not perform his obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

General Provisions

The laws of govern all matters arising out of or relating to this Agreement, including torts.

Severability

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice

Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email

1. Dylan's Email: dylan@dylanspencer.co

2. Client Email:

Merger

This Agreement constitutes the final, exclusive agreement between the parties relating to the Project and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment

The parties may amend this Agreement only by the parties' written consent via proper Notice.

Dylan Spencer
dylan@dylanspencer.co

dylan@dylanspencer.co | dylanspencer.co | (205) 427-2149 | 1004 Melrose Pl, Homewood, AL 35209