

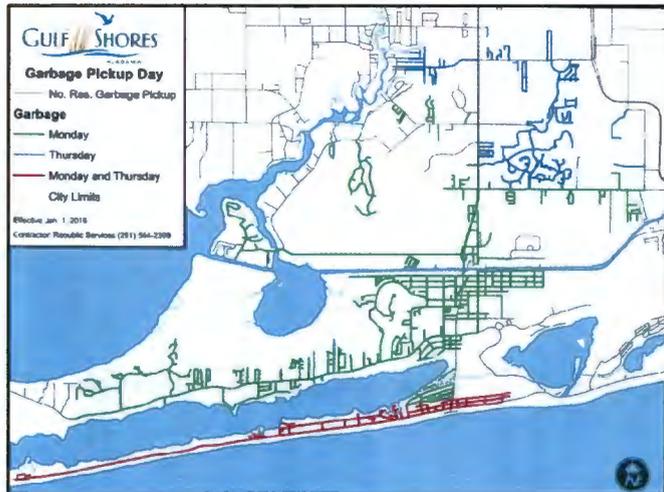
**CITY OF FAIRHOPE
CITY COUNCIL WORK SESSION AGENDA**

MONDAY, 8 FEBRUARY 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Sanitation Discussions
2. Fairhope Arts and Crafts Committee regarding the Festival
3. Budget Discussions
4. Committee Updates
5. Department Head Updates
6. Review of City Council Agenda

Next Regular Meeting – February 22, 2021 - Same Time and Place

JURISDICTION NAME	SERVICE & COLLECTION		COST (Monthly Rates)		RECYCLING	COMMENTS
	Garbage	Trash	RESIDENTIAL	COMMERCIAL		
CITY OF DAPHNE	1x Week	1x Week	\$15.40		Suspended Program	3 Months Post Resumption of Recycle \$3.00 Increase to \$18.40
TOWN OF LOXLEY	1x Week	1x Week	\$20.48	\$25.82	NO	ADDITIONAL CONTAINERS \$10.20 MONTHLY
CITY OF ROBERTSDALE	1x Week	1x Week	\$16.00	\$32.50	NO	
CITY OF FOLEY	1x Week	1x Week	\$19.75	\$22.50	YES	
CITY OF SARALAND	2x Week	1x Week	\$20.20		YES	
CITY OF GULF SHORES	1x Week (N OF 2ND AVE)	1x Week	\$16.51		YES	ADDITIONAL CONTAINERS \$15.90 MONTHLY
	2x Week (S OF 2ND AVE)	1x Week	\$21.61		YES	
CITY OF SPANISH FORT	1x Week	Demand Based	\$16.58		YES + \$9.00 MONTHLY	
CITY OF ORANGE BEACH	2x Week	1x Week	\$16.25		YES (Every Other week)	
CITY OF BAY MINETTE	1x Week	1x Week	\$18.50		NO	
Baldwin County	1x Week	Call In - 1 per/month	\$16.00		NO	



City Of Fairhope - Solid Waste Account and Customer Data



Using Average Ten (10) Year Customer Growth Rate

2.20%

Customer Information	As Of:	January 1, 2021	
Customer Type	Rate	Count	Monthly Income
Residential Customers @	\$15.80	10255	\$162,029.00
Business Customers @	\$20.26	634	\$12,844.84
HC Customers @	\$20.00	29	\$580.00
Total Customers/Monthly Income =		10918	\$175,453.84

Equivalent Customer Units (ECU) = 11105
 (Monthly Income/Residential Rate)

Equivalent Customer Billing Units (01/01 of each Calendar Year)							
Year	2021	2022	2023	2024	2025	2026	2027
ECU's	11105	11349	11599	11854	12115	12381	12654
Projected Annual Income based on Residential Rate x ECU - No Change in Rates							
Income	\$2,105,446.08	\$2,151,765.89	\$2,199,104.74	\$2,247,485.05	\$2,296,929.72	\$2,347,462.17	\$2,399,106.34
Increase	\$0.00	\$46,319.81	\$47,338.85	\$48,380.30	\$49,444.67	\$50,532.45	\$51,644.17
Option #1 - Increase of \$2.20 in year one, followed by \$1.00 per year for Years 2 & 3 - \$4.20 Total							
Year	2021	2022	2023	2024	2025	2026	2027
Rate	\$18.00	\$19.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
Income	\$2,398,609.46	\$2,587,566.58	\$2,783,676.89	\$2,844,917.78	\$2,907,505.97	\$2,971,471.10	\$3,036,843.47
Increase*	\$293,163.38	\$435,800.69	\$584,572.15	\$597,432.73	\$610,576.25	\$624,008.93	\$637,737.13
Option #2 - Increase of \$1.20 in year one, followed by \$1.00 per year for Years 2, 3 & 4 - \$4.20 Total							
Year	2021	2022	2023	2024	2025	2026	2027
Rate	\$17.00	\$18.00	\$19.00	\$20.00	\$20.00	\$20.00	\$20.00
Income	\$2,265,353.38	\$2,451,378.87	\$2,644,493.05	\$2,844,917.78	\$2,907,505.97	\$2,971,471.10	\$3,036,843.47
Increase*	\$159,907.30	\$299,612.97	\$445,388.30	\$597,432.73	\$610,576.25	\$624,008.93	\$637,737.13

*Over the income with rates staying the same with no increase

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 8 FEBRUARY 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 25 January 2021 Regular City Council Meeting, minutes of 25 January 2021 Work Session, and minutes of 25 January 2021 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article V, Section B. Central Business District. f. Fifty Percent (50%) of the gross floor area on the ground floor of a building in CBD shall be dedicated to commercial use.
6. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Zoning Ordinance Amendment
 - Article V, Adding HTD – Highway Transitional District; Article III. Section B. Table 3-1: Use Table adding column for HTD permitted uses; and Article III, Section B. Table 3-2: Dimension Table adding row for HTD.
7. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Seaman Capital, LLC/Dominion Partners from R-1 Low Density Single Family Residential District to Planned Unit Development (PUD). The property generally located at southwest of the intersection of Greeno Road and Volanta Avenue, Fairhope, Alabama. PPIN Numbers: 386193 and 386197. The property to be known as The Reserve at Fairhope PUD.
8. **Final Adoption** - Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Hermitage, LLC, from R-1 Single Family Residential District to Planned Unit Development (PUD). This property is generally located on the west side of Blue Island Avenue between Gayfer Road and Fairhope Avenue, Fairhope, Alabama. PPIN #77742. The property to be known as Hermitage Court. (Introduced at the January 25, 2021 City Council Meeting)
9. **Final Adoption** - Ordinance – Annexation – Clay G. Spencer, Lee R. Spencer, and Fairhope Single Tax Corporation property located at 20657 Northwood Drive, Fairhope, Alabama. Tax Parcel 46-06-14-0-000-001.813. (Introduced at the January 25, 2021 City Council Meeting)
10. **Final Adoption** - Ordinance – Annexation – Parker Road from U. S. Highway 98 easterly approximately 1,373 feet to the end of County maintenance to the corporate limits of the City of Fairhope from Baldwin County Commission. (Introduced at the January 25, 2021 City Council Meeting)

11. **Final Adoption** - Ordinance – An Ordinance amending Ordinance No. 611 and to amend and add to Chapter 21, Article V, Gas, Fairhope Code of Ordinances: Meter Deposit, Installation of New Gas Service Fees, Inspection Fees of Gas Installation, and Tampering by Customer and Contractor. (Introduced at the January 25, 2021 City Council Meeting)
12. Ordinance – An Ordinance amending Ordinance No. 1312 (Section 16); and to repeal and replace Ordinance No. 1468, known as the Towing and Recovery Rotation Ordinance. This is Section 22-56 in the City of Fairhope’s Code of Ordinances.
13. Resolution – Approval of the FY 2020 – 2021 Budget.
14. Resolution – That the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the Baldwin County Board of Education and the City of Fairhope for Salary Enhancement for Fairhope Coaches with a budgeted amount of \$75,000.00 which shall include all employer fringe benefits associated with the Salary Enhancement as calculated by the Board.
15. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a ground lease between the City of Fairhope, Alabama and the Local Food Production Initiative, Inc. d/b/a Fairhope Community Gardens. The parcel is located on the West side of Summit Street, a delineated and fenced portion of the grounds of the K-1 Center.
16. Resolution – That the City of Fairhope hereby approves the services outlined, as presented in the Engagement Letter, to be performed by Hand Arendall Harrison Sale as bond counsel to the Fairhope Airport Authority and the City of Fairhope in connection with the issuance of the proposed Bond Issuance of the Fairhope Airport Authority; and authorizes Mayor Sherry Sullivan to execute same on behalf of the City.
17. Resolution – That the City Council approves the selection of Marissa Thetford Marketing to perform Professional Consulting Services for Fairhope City Sketches Graphics Design Services (RFQ PS007-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
18. Resolution – That City Council approves Amendment No. 1 to the Contract for Professional Design and CEI Engineering Services with Lieb Engineering Company, Inc. to enlist for Construction Engineering and Inspection (CE&I) Services for Oak Street and Section Street Drainage Improvements at Bid Mouth Gully (RFQ PS-005-20) with a cost of \$3,250.00; thereby increasing the original contract total to \$18,845.00.
19. Resolution – That City Council approves Amendment No. 1 to the Contract for Professional Consultant Services with Magnolia River for (RFQ No. PS015-18), Cast Iron Replacement Program with System Mapping and System Modeling for the Gas Department: Deletion of Item #1: Review the Natural Gas System Maps in the amount of (\$25,000.00) and Item #4: Creation 5-year plan for Cast Iron Replacement in the amount of (\$5,000.00); and by adding Emergency Valve Review in the amount of \$7,500.00. This is a deduction of (\$22,500.00) for the Project.

20. Resolution – That City Council approves the selection of Ameri’ca Designs, LLC for Professional Artist Consultant Services (RFQ PS008-21) for Mullet Run Fountain Refurbish and Retile Work by the Artist per the recommendation of Community Affairs Director and Water and Sewer Superintendent; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a total cost of \$14,100.00 which is an unbudgeted item.
21. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Stewart Engineering, Inc. to perform On-Call Professional Engineering Services for the Electric Department Projects for a Three (3) Year Agreement (RFQ No. PS005-21), with a not-to-exceed amount of \$25,000.00 per year, for a total contract amount of \$75,000.00.
22. Resolution – That the City Council approves Amendment No. 2 to the Contract and amending Resolution No. 3097-18 for RFQ No. PS014-18, Professional Engineering Services for Sawgrass Consulting, LLC for Wastewater Collection and Transmission System Improvements for Project # 1: Church Street Outfall Transmission System for CE&I Services at an estimated cost of \$393,859.98; and authorize the Mayor to execute Amendment No. 2.
23. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 006-21 Beverage Vending and Concessions 2021 – Three Year for the Recreation Department (only one Valid Bid was received); and authorizes the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).
24. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 013-21 Fairhope Connect Newsletter Printing and Re-Bid with new name of Newsletter and specifications for the Community Affairs Department; and authorizes staff to rebid.
25. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of Bid No. 020-20, Lift Station Odor Control Chemical for the Sewer Department, with ChemStation Gulf Coast for an additional one year, as per the terms and conditions of the original contract. The total bid proposal of \$5.70 per metered gallon, for an estimated annual cost of \$213,248.40.
26. 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). The cost will be \$27,992.42
27. Resolution – That the City of Fairhope approves the procurement for a Fence located to the South at the Public Works Facility damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to fifteen (15) contractors as well as multiple State agencies for MBE and DEB consideration. The City received three quotes; and awards the project to Consolidated Fence Co. in the amount of \$11,667.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.

28. Resolution – That the City of Fairhope approves the procurement for Roof Repairs to Various Roofs at the Founders Park damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to eight (8) contractors as well as multiple State agencies for MBE and DEB consideration. The initial request received no quotes, so the City solicited quotes a second time and received one quote; and awards the project to Roof Doctors of Alabama in the amount of \$38,700.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.
29. Resolution – That the City of Fairhope approves the procurement for Roof Repairs to Various Roofs at the Fairhope Recreation Center damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to eight (8) contractors as well as multiple State agencies for MBE and DEB consideration. The initial request received no quotes, so the City solicited quotes a second time and received one quote; and awards the project to Roof Doctors of Alabama in the amount of \$17,550.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.
30. Resolution – That the City of Fairhope has voted to purchase a 2021 Dodge Ram 5500 Diesel Crew Cab and Chassis with dual rear wheels for the Water 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. The cost will be \$50,172.00.
31. Resolution – That the City Council approves and adopts the recommendations for the Community Development Department Restructuring and Reclassification as follows:
 - 1) Reclassify Director of Community Affairs (Grade 28S) to Special Projects & Grant Manager (Grade 26S); and will report to the Mayor; and
 - 2) Reclassify Tourism & Events Manager from (Grade 21S) to Director of Community Affairs (Grade 28S); and approves the pay increase included in the 2021 proposed budget; and
 - 3) Approves the Updated uniform Job Descriptions for Director of Community Affairs, Special Projects & Grant Manager.
32. Resolution – That the City Council approves the revised and updated Job Description for the City Clerk as presented; and approves to move the City Clerk position from (Grade 28S) to (Grade 31S).
33. Resolution – That the City Council approves the recommendations from the Street and Traffic Control Committee’s Task Force for the Twin Beech and Boothe Road Intersection:
 - [1] Lower speed limit between Highway 98 a/k/a Greeno Road and County Road 13 on Twin Beech Road a/k/a County Road 44 from 45 mph to 35 mph; and
 - [2] Paint a Crosswalk across Boothe Road and across Twin Beech; and
 - [3] Construct about 100 feet of sidewalk on the southeast corner of intersection with a cost of approximately \$1,500.00.
34. Resolution – That the Fairhope City Council hereby accepts the Renovation Gift for the Waterfront Butterfly Information Stand from the Point Clear Rotary Club and approves the design as presented.

35. Site Plan Extension Request – Henry Wise, Owner of Wise Living Real Estate, LLC and Larry Smith, P.E. with S.E. Civil Engineering & Surveying - requesting a 180 day extension of the Site Plan approval that was granted for the property located at the on 369 S. Mobile Street known as The Pier Street Market Place. The Site Plan was approved on May 28, 2020.
36. Public Participation – (3 minutes maximum)
37. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, February 8, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, February 8, 2021 – Council Chambers**

Next Regular Meeting – Monday, February 22, 2021 - 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 January 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by John Martin, Pastor of Celebration Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on an agenda item after Agenda Item Number 23: a resolution that the franchise agreement with Coke United and the City of Fairhope shall be extended to the end of February 2021 to finalize contract documents for a new franchise agreement.

Councilmember Boone moved to add on the above-mentioned item not on the printed agenda. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve minutes of the 11 January 2021, regular meeting; minutes of the 11 January 2021, work session; and minutes of the 11 January 2021, agenda meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Traffic Task Force met and studied the intersection of County Road 44 and Booth;
- 2) Draft of Audit prepared;
- 3) Trees in waterways and RFQ to handle removing;
- 4) Church Street Project and Paving Update;
- 5) Gas Projects Update;
- 6) Water and Sewer Projects Update;
- 7) Customer Service number one property and asked citizens to be patient;
- 8) Pool Closures for Maintenance; and
- 9) Thanked Marine Science students for cleaning up Fairhope Docks.

Councilmember Martin commented he was thankful to be back after COVID-19 invaded his house. He asked everyone to keep other in their prayers; and said the hospitals are full.

25 January 2021

Councilmember Conyers announced that the boys' basketball team is 22-0 and are unbelievable. He said they deserve recognition and are ranked number 1 in 7-A.

Councilmember Brown thanked the Department Heads, Utilities, and Public Works for their hard work. He said you cannot tell Hurricane Sally hit Fairhope.

Council President Burrell thanked the Mayor and Department Heads for their work on the budget; and said they hope to have some sections approved at the next meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance to rezone the property of Hermitage, LLC, from R-1 Single Family Residential District to Planned Unit Development (PUD). This property is generally located on the west side of Blue Island Avenue between Gayfer Road and Fairhope Avenue, Fairhope, Alabama. PPIN #77742. The property to be known as Hermitage Court. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning and Zoning Manager Hunter Simmons briefly explained the proposed ordinance. He commented the Site Plan will govern the PUD; and they have met all of our regulations and had multiple revisions. Engineer Larry Smith addressed the City Council and discussed the right-of-way needed for sidewalks and house plans. He said they met all R-1 regulations except the right-of-way. Mr. Smith said there is a drainage S1 inlet upstream and rerouting around subdivision. He said the pipe size is better and this is not a band-aid as questioned by Councilmember Martin.

Council President Burrell opened the Public Hearing at 6:21 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:21 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the February 8, 2021 City Council meeting.

Councilmember Conyers introduced in writing an ordinance to annex Clay G. Spencer, Lee R. Spencer, and Fairhope Single Tax Corporation property located at 20657 Northwood Drive, Fairhope, Alabama. Tax Parcel 46-06-14-0-000-001.813. Due to lack of a motion for immediate consideration, this ordinance will layover until the February 8, 2021 City Council meeting.

Councilmember Boone introduced in writing an ordinance to annex Parker Road from U. S. Highway 98 easterly approximately 1,373 feet to the end of County maintenance to the corporate limits of the City of Fairhope from Baldwin County Commission. Due to lack of a motion for immediate consideration, this ordinance will layover until the February 8, 2021 City Council meeting.

25 January 2021

Gas Superintendent Terry Holman explained the proposed changes and additions to the Gas Fees. The City Council changed the wording for Section 21-63. Inspection Fees of Gas Installation to read “Second Reinspection and any Subsequent Reinspection.”

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 611 and to amend and add to Chapter 21, Article V, Gas, Fairhope Code of Ordinances: Meter Deposit, Installation of New Gas Service Fees, Inspection Fees of Gas Installation, and Tampering by Customer and Contractor. Due to lack of a motion for immediate consideration, this ordinance will layover until February 8, 2021 City Council meeting.

Councilmember Boone moved for final adoption of Ordinance No. 1697, an ordinance to amend Zoning Ordinance No. 1253 amending Article VII, Section D. Non-Conforming Lots. Introduced at the January 25, 2021 City Council Meeting) Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Brown, and Boone. NAY – None.

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3780-20 and authorizes the cancellation of the order for Procurement of EnerGov Software due to deadline for implementation could not be met and therefore not reimbursable by the CARES Act. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3951-21

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

[1] On February 27, 2020, the City Council adopted Resolution No. 3780-20 for the procurement of EnerGov Software for the Building Department and Planning Department.

[2] Later in the fall, it was determined by the IT Department that the deadline for implementation could not be met and therefore not reimbursable by the CARES Act , 2020.

[3] The Building Department and Planning Department are desirous for the City Council to rescind Resolution No. 3780-20 and to cancel the order for Procurement of EnerGov Software.

25 January 2021

[4] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3780-20 and authorizes the cancellation of the order for Procurement of EnerGov Software.

Adopted on this 25th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Thompson Engineering to perform Professional Engineering Services for the Replacement of Wells #2 and #9; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3952-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Thompson Engineering to perform Professional Engineering Services for the Replacement of Wells #2 and #9; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 25TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

25 January 2021

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution to award Bid for Internet Service 2021 for North Section Street and Quail Creek for a Three-Year Agreement (Bid No. 010-21) to Southern Light, LLC with a total bid proposal of \$11,640.00 per year. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3953-21

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 Internet Service 2021 for North Section Street and Quail Creek for a Three-Year Agreement (Bid No. 010-21).

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

Please see attached Bid Tabulation for
Internet Service 2021 for North Section Street and
Quail Creek for a Three-Year Agreement

[3] After evaluating the bid proposals with the required bid specifications, Southern Light, LLC with a total bid proposal of \$11,640.00 per year, is now awarded the bid for Internet Service 2021 for North Section Street and Quail Creek for a Three-Year Agreement.

Adopted on this 25th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

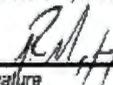
25 January 2021

CITY OF FAIRHOPE TABULATION
Bid 010-21 Three Year Internet Services 2021
BID OPENED: Wednesday, January 6, 2021, 9:00 a.m.

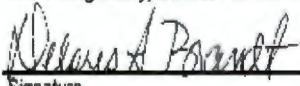
Vendor	Bid Documents Signed/Notarized (Y/N)	Addendum 1	Option 1 Annual Price	Option 2 Annual Price	Option 3 Annual Price
Southern Light, LLC, a Unit Company	YES	YES	\$ 17,640.00	\$ 17,400.00	\$ 19,600.00
AT & T	YES	YES	\$ 15,784.80	\$ 28,932.00	\$ 62,215.20
Charler Communications	NO RESPONSE				
C Spire	NO RESPONSE				
DeltaCom	NO RESPONSE				
Granite Telecommunications	NO RESPONSE				

Recommendation: Award bid 010-21 to Southern Light, LLC, a Unit Company

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


Signature _____ Date 1/16/21

Jeff Montgomery, Director of Information Technology


Signature _____ Date 1/16/21

DeJores A Brandt, Purchasing Manager

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for replacement of Fuel Canopy damaged by Hurricane Sally (FEMA 4563). RFQ #006-21; and awards the project to Kemco, Inc. in the amount of \$39,600.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

25 January 2021

RESOLUTION NO. 3954-21

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

[1] That the City of Fairhope approves the procurement for replacement of Fuel Canopy damaged by Hurricane Sally (FEMA 4563). RFQ #006-21 was sent to ten (10) contractors as well as multiple State agencies for MBE and DEB consideration. The City received one response after sending out a second time; and awards the project to Kemco, Inc. in the amount of \$39,600.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.

Adopted on this 25th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2021 Ford Explorer Utility SUV for the Police 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. The cost will be \$30,834.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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25 January 2021

RESOLUTION NO. 3955-21

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 2021 Ford Explorer Utility SUV for the Police 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] This vehicle is a replacement for the Chief's Patrol Vehicle that was destroyed by fire. A claim was filed with insurance and the City has received funds in the amount of \$24,375.00; and

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

Bid Number: T191

2021 Ford Explorer Utility SUV **Cost is \$30,834.00**

Adopted on this 25th day of January, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2021 Dodge Ram 1500 Crew Cab 4x2 Pickup Truck for the Water and Sewer 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. The cost will be \$28,334.40 plus shipping. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

25 January 2021

RESOLUTION NO. 3956-21

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 2021 Dodge Ram 1500 Crew Cab 4x2 Pickup Truck for the Water and Sewer 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: T191

2021 Dodge Ram 1500 Crew Cab **Cost is \$28,334.40 plus shipping**

Adopted on this 25th day of January, 2021

Jack Burrell, Council President

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 the Procurement of a new Replacement 30HP Electric Control Panel at Twin Beech Lift Station for the Sewer Department to Hydra Service, Inc. with a total cost of \$17,364.29 including installation and estimated freight. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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25 January 2021

RESOLUTION NO. 3957-21

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

[1] That the City of Fairhope did request and solicit Quotes for procurement of a new Replacement 30HP Electric Control Panel at Twin Beech Lift Station for the Sewer Department as a Public Works Contract.

[2] After evaluating the Quotes with the required specifications, Hydra Service, Inc. is now awarded the procurement of a new Replacement 30HP Electric Control Panel at Twin Beech Lift Station for the Sewer Department with a total cost of \$17,364.29 including installation and estimated freight.

DULY ADPOTED ON THIS 25TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the revised and updated Job Description for the Streets and Facilities Maintenance Supervisor as presented. The Pay Grade will remain a 26S. The new Streets and Facilities Maintenance Department was approved on November 23, 2020 via Resolution No. 3898-20; and the pay increase included in the 2021 proposed budget. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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25 January 2021

RESOLUTION NO. 3958-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the revised and updated Job Description for the Streets and Facilities Maintenance Supervisor as presented. The Pay Grade will remain a 26S. The new Streets and Facilities Maintenance Department was approved on November 23, 2020 via Resolution No. 3898-20; and the pay increase included in the 2021 proposed budget.

ADOPTED THIS 25TH DAY OF JANUARY, 2021

Jack Burrell, Council President

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 and adopts the recommendations for the Treasury and Finance Department Restructuring and Reclassification as follows: move the Finance Department under the current Treasury Department; retitle the new Division the Treasury Department; move City Treasurer from (Grade 28S) to (Grade 31S); and approves the pay increase included in the 2021 proposed budget; reclassify Finance Director (Grade 28S) to Finance Manager with no Grade change; and will report to the City Treasurer; and updated uniform Job Descriptions for City Treasurer and Finance Manager. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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25 January 2021

RESOLUTION NO. 3959-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the recommendations for the Treasury and Finance Department Restructuring and Reclassification as follows:

- 1) Move the Finance Department under the current Treasury Department;
- 2) Retitle the new Division the Treasury Department;
- 3) Move City Treasurer from (Grade 28S) to (Grade 31S); and approves the pay increase included in the 2021 proposed budget; and
- 4) Reclassify Finance Director (Grade 28S) to Finance Manager with no Grade change; and will report to the City Treasurer; and
- 5) Updated uniform Job Descriptions for City Treasurer and Finance Manager.

ADOPTED THIS 25TH DAY OF JANUARY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers moved to grant the request of Kay Owen, on behalf of Lakewood Golf Club, requesting Seven (7) Pole Banners to be put up in Fairhope next year for the USGA Senior Women's Amateur Championship; the event will be September 10, 2021 through September 15, 2021. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Conyers moved to appoint Michelle Melton and Nigel Temple to the Fairhope Environmental Advisory Board for a four-year term which will expire January 2025. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

25 January 2021

Councilmember Brown moved to appoint John Kavanagh and Chris Knight to the Pedestrian and Bicycle Committee for a three-year term which will expire January 2024. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

City Council reviewed an application for a for Beer/Wine On/Off Premises License by Kirk Dye for Southern Chill, LLC d/b/a/ as Southern Chill located at 85 N. Bancroft Street, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

City Council reviewed an application for a for Beer/Wine Off Premises License by Dolgencorp, LLC d/b/a Dollar General Store #21492 located at 8443 Twin Beech Road, Fairhope, Alabama. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the franchise agreement with Coke United and the City of Fairhope shall be extended to the end of February 2021 to finalize contract documents for a new franchise agreement. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3960-21

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the franchise agreement with Coke United and the City of Fairhope shall be extended to the end of February 2021 to finalize contract documents for a new franchise agreement.

DULY ADOPTED THIS 25TH DAY OF JANUARY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

25 January 2021

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

- 1) Taylor Wilkins, 399 Gulley Lane, addressed the City Council regarding 20 trees that were removed and now there is no buffer. Mr. Wilkins commented he tried to contact the City Horticulturist three times and heard nothing. He asked the City to look at this corner. He told them that the streetlights are out on his street and contacted the Electric Department regarding LED Cobra black lights. He said the lights on his street are antiquated. Mr. Wilkins said a “No Kill Animal Shelter” is dear to his heart. He said there is no expansion to building; and the City needs to put a working group together to work on this.

Council President Burrell replied the City will look at the landscape buffer issue, wall on west side, and underground water retention. He requested for the Mayor and staff to look at all of these.

- 2) Carol Schneider, 113 Orange Avenue, addressed the City Council and said she was a friend on the goose named “Garfield.” Ms. Schneider asked the City Council were they going to bring more birds to park; ducks, geese, etc.

Council President Burrell replied Canadian Geese are declared a nuisance and an ongoing problem.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:57 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Mayor Sullivan said six month revenues could play a big factor with transfers. She mentioned there was a two percent raise across the board; and merit raises for others. Council President Burrell commented some are maxed out and will not get the two percent raise; and we need to let our employees know our true benefits costs (total compensation). Mayor Sullivan asked the City Council to look at the Building Department and Police Department documents.

The City Council also discussed the following: online sales tax, not all new positions have been filled, and community grants. Mayor Sullivan thanked the City Council and Department Heads for their time going over the budget. Council President Burrell mentioned we need to knock out what we can for the next meeting; and if we need a Budget Work Session or Special Called Meeting, we can hold one.

- Councilmember Martin commented there are two new Fairhope Environmental Advisory Board members on the agenda for appointment.
- Councilmember Conyers commented several are lacking members.
- Councilmember Brown mentioned the Pedestrian and Bicycle Committee having new members; and two are on the agenda for appointing.
- Council President Burrell said we have received four applicants for the Board of Adjustment and Appeals and all are capable. He said the Mayor gave us two recommendations. He gave an update from the Airport Authority: build hangars on east side, would back loan if numbers were favorable, increase rent and get good rate, get estimates without putting out a number; and refinance bond for Airport Authority; City Treasurer Creech is to issue an RFP; and wean them off City. He mentioned land sales to reduce principal; and hold the Airport Authority accountable.

Councilmember Martin commented we need an Airport Manager to bring in that revenue to get Airport Authority off City; and the person would seek grant money.

- Gas Superintendent Terry Holman addressed the City Council and mentioned two replacement employees have been chosen; and the other two will be hired after the budget passes. Council President Burrell commented you need employees to put new service in the ground. Mr. Holman gave an update on the two ongoing projects. Councilmember Martin thanked Mr. Holman and his crew for what they do.
- Recreation Director Pat White addressed the City Council and mentioned the pool closing for the replaster project; Youth Sport Summit; and his crew is scrambling for the Spring Season. Councilmember Martin questioned help for Mr. White.
- Fire Chief Chris Ellis addressed the City Council and said they have not had under 100 calls per month since July. He said in 2020 we had a 1,339 increase in calls over 2019. Council President Burrell questioned the Fire Department fundraising shortfall.
- Lt. John Hamrick addressed the City Council and said candidate selection will be this Friday and the following Monday. He said we need to hire four new officers. He announced the new Animal Control Officer being Will Newsome. Lt. Hamrick said they began Traffic Detail from the Traffic Grant; and the Department now has two trailers for traffic detail.

Monday, January 25, 2021

Page -3-

- Electric Superintendent Michael Allison addressed the City Council regarding the substation project; and the trouble crew has now caught on and now can work on streetlights.
- Water and Sewer Superintendent Jason Langley addressed the City Council regarding the Church Street Project and drainage on Oak Street; and the six positions on the website.
- Planning and Zoning Manager Hunter Simmons addressed the City Council and mentioned the Planning Commission meeting scheduled for February 1, 2021. He commented this will be a large meeting. He thanked his staff for their hard work through issues; and stated packets will be on the website tomorrow.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:45 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 25 January 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

Council President Burrell called the meeting to order at 5:45 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Mayor Sherry Sullivan addressed Agenda Items Number 17 and 18. City Attorney Marcus McDowell mentioned the need to add on an agenda item for the Coke United Agreement.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:54 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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 relate to commercial square footage required on the ground floor for mixed use buildings in the Central Business District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 21.03, 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;

THAT, Article V, Section B. Central Business District, be hereby amended to add the following:

f. A minimum of fifty percent (50%) of the gross floor area on the ground floor of a building in the CBD shall be dedicated to commercial uses. For the purposes of this calculation, gross floor area is defined as the total floor area contained on the ground floor within a building measured to the external face of external walls and shall include, but not be limited to, internal service areas, internal parking, internal stairwells, and internal common spaces. Retail and restaurants are encouraged on the ground floor adjacent to public streets.

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 and approved this 8th day of February, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 8th day of February, 2021.

By: _____
Sherry Sullivan, Mayor

ORDINANCE NO. ____

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

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 relate to the establishment of the Highway Transitional District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 21.02, 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 V, be hereby amended to add the following:

I. HTD - Highway Transitional District

1. **Intent** - *The special standards listed in this section for the highway transitional district are intended to:*
 - *Provide an alternative to properties along state highways within the City of Fairhope that are beyond the area of influence of the Village Nodes and Commercial Nodes as contemplated by the City of Fairhope Comprehensive Plan.*
 - *Provide development opportunities consistent with the City's vision for commercial corridors to better serve community needs.*
 - *Unlike other districts within this section, the HTD is not an overlay district and does not affect any property owners, other than those who voluntarily apply for rezoning to this district.*
2. **Size** - *Lots shall be a minimum of 20,000 s.f. and under 3 acres.*
3. **Use** - *Uses for the HTD are listed in Table 3-1: Use Table. Rezoning to HTD may be conditioned so that uses permitted on appeal require a site plan.*
4. **Location** - *Eligible lots must have minimum of 100 feet on one side fronting the rights-of-way of U.S Highway 98, Alabama Highway 104, or Alabama Highway 181 and lie within the Corporate Jurisdiction of the City of Fairhope.*
5. **Dimension Standards** -
 - a. *Lot frontage shall be adjacent to the highway.*
 - b. **Setbacks**
 - i. *Front Setback shall be 20'.*
 - ii. *Rear Setback shall be 20'.*
 - iii. *Side setbacks shall be 10'.*
 - c. **Building Height**
 - i. *Maximum Height is 30'.*
 - ii. *A mixed-use building may have a height of 35' if it contains both residential and commercial space. The residential use must make up at least 33% of the total area of the building and be located on the second and/or third floor, and retail or office space must make up at least 50% of the total area of the building and be located on ground and/or second floor.*

- d. *Parking*
 - i. *Parking shall be located behind the front building line.*
- e. *Any freestanding single-use or tenant retail building shall not have a building footprint larger than 8,000 square feet.*
- f. *All lands within twenty (20) feet of the boundaries of U.S. Highway 98, Alabama Highway 104, and Alabama Highway 181 within the corporate limits of the City of Fairhope are required to be reserved by owners or developers of such lands as greenspace and tree protection zones. The required greenspace may include land as required by the front setback.*
 - i. *Where no vegetation, other than grass exists, new landscaping and plantings shall be installed at time of development within the 20-foot strip that meet the requirements of the City of Fairhope Tree Ordinance and receives approval by the City Horticulturist; otherwise the land may be left in its natural state and enhanced with the addition of trees and shrubs.*
- g. *Any future rezoning to HTD may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section I.1. of the Zoning Ordinance are achieved.*
- h. *For the purposes of Article IV, Section B.2.b. and the screening requirements of the City of Fairhope Tree Ordinance, the Highway Transitional District shall be considered commercial/business regardless of use.*

2. **THAT**, Article III, Section B. Table 3-1: Use Table, be hereby amended to add a column to read as follows:

HTD

Uses Permitted subject to general ordinance standards and conditions: Single-family, Two-family, Townhouse, Mixed-use, Elementary School, Secondary School, Education Facility, Library, Public Open Space, Common Open Space, General Office, Professional Office, Day Care, and Bed & Breakfast.

Uses Permitted subject to special conditions listed in the ordinance: Accessory Dwelling, Home Occupation, and Convenience Store.

Uses Permitted only on appeal and subject to special conditions: Multiple-family/Apartment, Place of Worship, Cemetery, Hospital, Community Center or Club, Public Utility, General Merchandise, Outdoor Sales Limited, Garden Center, Convalescent or Nursing Home, Clinic, Outdoor Recreation Facility, Mortuary or Funeral Home, and Limited Manufacturing.

3. **THAT**, Article III, Section B. Table 3-2: Dimension Table, be hereby amended to add a row to read as follows:

HTD – See Article V., Section I.

Ordinance No. _____
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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 and approved this 8th day of February, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 8th day of February, 2021.

By: _____
Sherry Sullivan, Mayor

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 Seaman Capital, LLC/Dominion Partners generally located southwest of the intersection of Greeno Rd and Volanta Ave, Fairhope, Alabama.

The Reserve at Fairhope PUD

PPIN # 386193 & 386197

Legal Description: (Case number ZC 20.09)

PARCEL A:
COMMENCING AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 39, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN CONTY, ALABAMA; THENCE NORTH 00°04'55" EAST A DISTANCE OF 1320.20 FEET TO A POINT; THENCE NORTH 89°57'54" WEST A DISTANCE OF 660.83 FEET TO A POINT MARKED BY A 4-INCH SQUARE CONCRETE MONUMENT; THENCE NORTH 00°12'06" WEST A DISTANCE OF 659.76 FEET TO A POINT MARKED BY A CONCRETE MONUMENT ACCEPTED AS THE BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 39 FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 03°34'56" WEST A DISTANCE OF 374.46 FEET TO A POINT MARKED BY AN OPEN TOP IRON PIPE; THENCE NORTH 00°42'10" EAST A DISTANCE OF 242.13 FEET TO A POINT MARKED BY AN "X" CHISELED IN THE SIDEWALK ON THE SOUTH MARGIN OF VOLANTA AVENUE; THENCE ALONG SAID SOUTH MARGIN SOUTH 89°42'39" EAST A DISTANCE OF 513.59 FEET TO A POINT MARKED BY A CONCRETE MONUMENT WITH A DISC ON THE WEST MARGIN OF U.S. HIGHWAY 98 (A.K.A. GREENO ROAD); THENCE DEPARTING SAID SOUTH MARGIN AND ALONG SAID WEST MARGIN SOUTH 30°29'55" EAST A DISTANCE OF 65.01 FEET TO A POINT ON A NON-TANGENTIAL 1,881.75' RADIUS CURVE TO THE RIGHT, SAID POINT MARKED BY A CONCRETE MONUMENT WITH A DISC; THENCE ALONG SAID WEST MARGIN AND THE ARC OF SAID CURVE A DISTANCE OF 437.19 FEET (CHORD BEARS SOUTH 07°05'50" EAST, 436.21') TO A POINT MARKED BY A CONCRETE MONUMENT WITH A DISC; THENCE ALONG SAID WEST MARGIN SOUTH 01°25'33" EAST A DISTANCE OF 292.42 FEET TO A POINT MARKED BY A CONCRETE MONUMENT; THENCE ALONG SAID WEST MARGIN SOUTH 00°22'16" EAST A DISTANCE OF 461.88 FEET TO A POINT MARKED BY A CONCRETE MONUMENT WITH A DISC ON THE NORTH MARGIN OF HOYLE AVENUE; THENCE DEPARTING SAID WEST MARGIN AND ALONG SAID NORTH MARGIN NORTH 89°58'22" WEST A DISTANCE OF 258.04 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE DEPARTING SAID NORTH MARGIN NORTH 00°13'45" WEST A DISTANCE OF 630.97 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE SOUTH 89°46'55" WEST A DISTANCE OF 329.75 FEET TO THE POINT OF BEGINNING; CONTAINING 515,824 SQUARE FEET (11.84 ACRES) MORE OR LESS.

PARCEL B:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, BEING BLOCK 10 OF THE SUBDIVISION OF THE SOUTHEAST QUARTER OF FRACTIONAL SECTION 39, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 39, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE NORTH 00°04'55" EAST A DISTANCE OF 1320.20 FEET TO A POINT; THENCE NORTH 89°57'54" WEST A DISTANCE OF 660.83 FEET TO A POINT MARKED BY A 4-INCH SQUARE CONCRETE MONUMENT; THENCE NORTH 00°30'13" WEST A DISTANCE OF 29.56 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 00°11'15" WEST A DISTANCE OF 630.20 FEET TO A POINT MARKED BY A CONCRETE MONUMENT ACCEPTED AS THE BEING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID FRACTIONAL SECTION 39; THENCE NORTH 89°46'55" EAST A DISTANCE OF 329.75 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE SOUTH 00°13'45" EAST A DISTANCE OF 630.97 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR) ON THE NORTH MARGIN OF HOYLE AVENUE; THENCE ALONG SAID NORTH MARGIN AND THE WESTWARD EXTENSION THEREOF SOUTH 89°54'51" WEST A DISTANCE OF 330.20 FEET TO THE POINT OF BEGINNING; CONTAINING 208,077 SQUARE FEET (4.78 ACRES) MORE OR LESS.

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

Lots: There shall be one lot approximately 16.62 acres.

Use: In general, the project is restricted for senior housing. The uses are specifically described within the Site Data Table and Master Development Plan that include:

- | | |
|----|---|
| 10 | Duplex Villas consisting of 20 Units Total |
| 1 | 3-Story Building Consisting of 168 Units to include:
32-Memory Care Units
32-Assisted Living Units
84-Independent Living Units |

Dimension Standards: Dimensional standards shall follow the layout on the approved site plan.

Building Height: The maximum eave height for the approved 3-story building shall be 34'.

Landscape: Tree Removal and Landscape shall be reviewed by the City of Fairhope Tree Commission.

Ordinance No. _____

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Pedestrian Circulation: Sidewalks and trails will be included as shown on the approved site plan. A signalized crosswalk across Volanta Ave will be installed by the developer and coordinated with the City of Fairhope's Public Works Department.

Drainage and Detention: Drainage and detention shall meet the Stormwater Standards in the Fairhope Subdivision Regulations.

Buffers: Buffers shall meet the applicable requirements of all City of Fairhope Regulations.

The property is hereby rezoned from R-1 Low Density Single Family Residential District to Planned Unit Development (PUD). 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 and approved this 8th day of February, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 8th day of February, 2021.

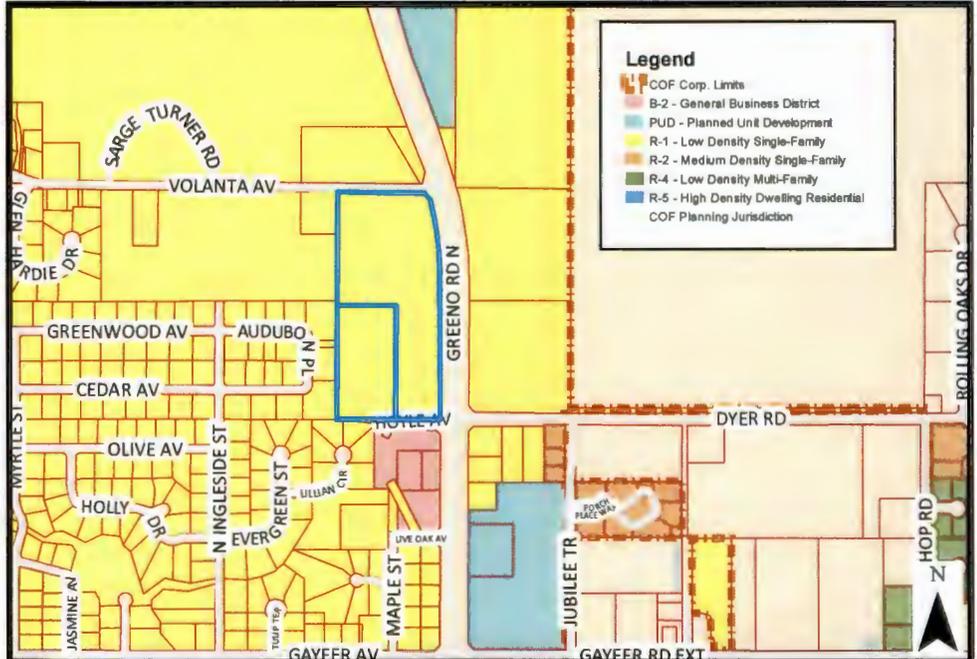
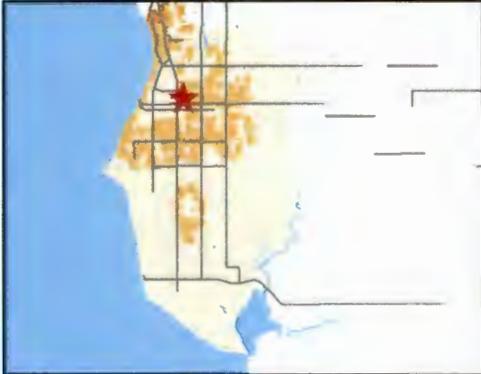
By: _____
Sherry Sullivan, Mayor

City of Fairhope Planning Commission

December 7, 2020



ZC 20.09 - The Reserve at Fairhope



Project Name:

The Reserve at Fairhope PUD

Site Data:

16.62 Acres

Project Type:

168 Unit Senior Living Community

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

R-1

PPIN Number:

386193 & 386197

General Location:

SW Intersection of Greeno Rd and Volanta Ave

Surveyor of Record:

Hunter Smith, Smith, Clark & Associates

Engineer of Record:

Trey Jinright, Jade Consulting, LLC

Owner / Developer:

Seaman Capital LLC/Dominion Partners

School District:

Fairhope West Elementary School;
Fairhope Middle and High Schools

Recommendation:

Approve w/ Conditions

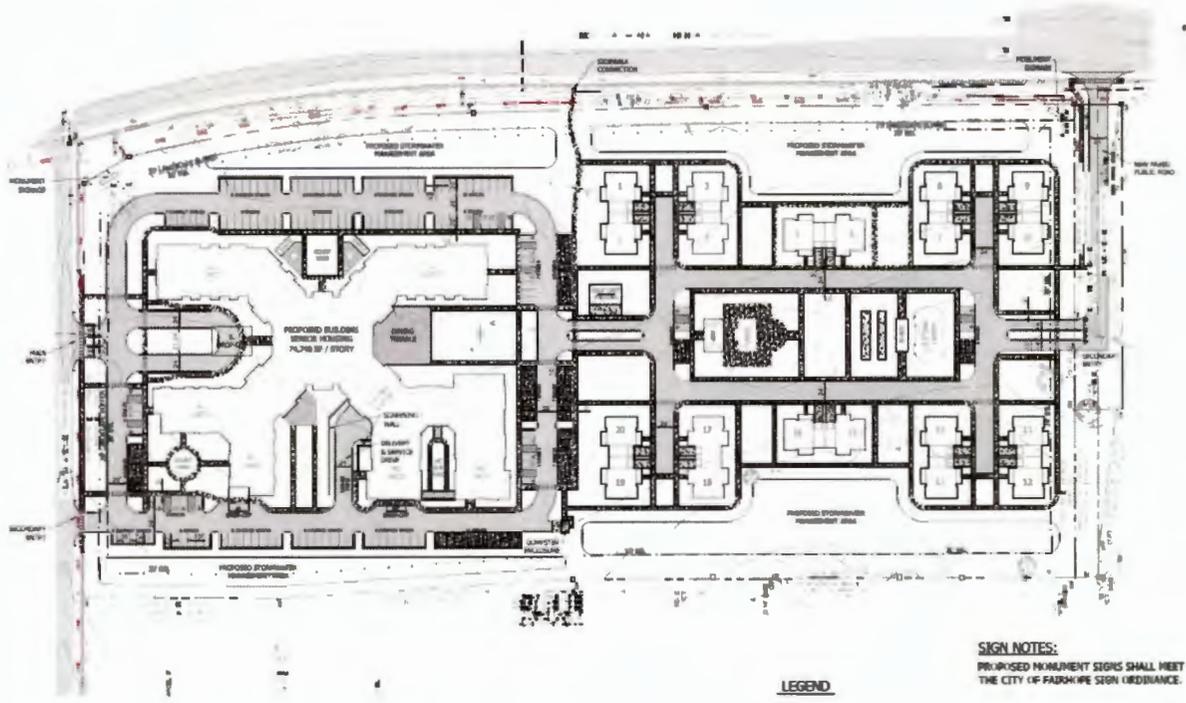
Prepared by:

Hunter Simmons

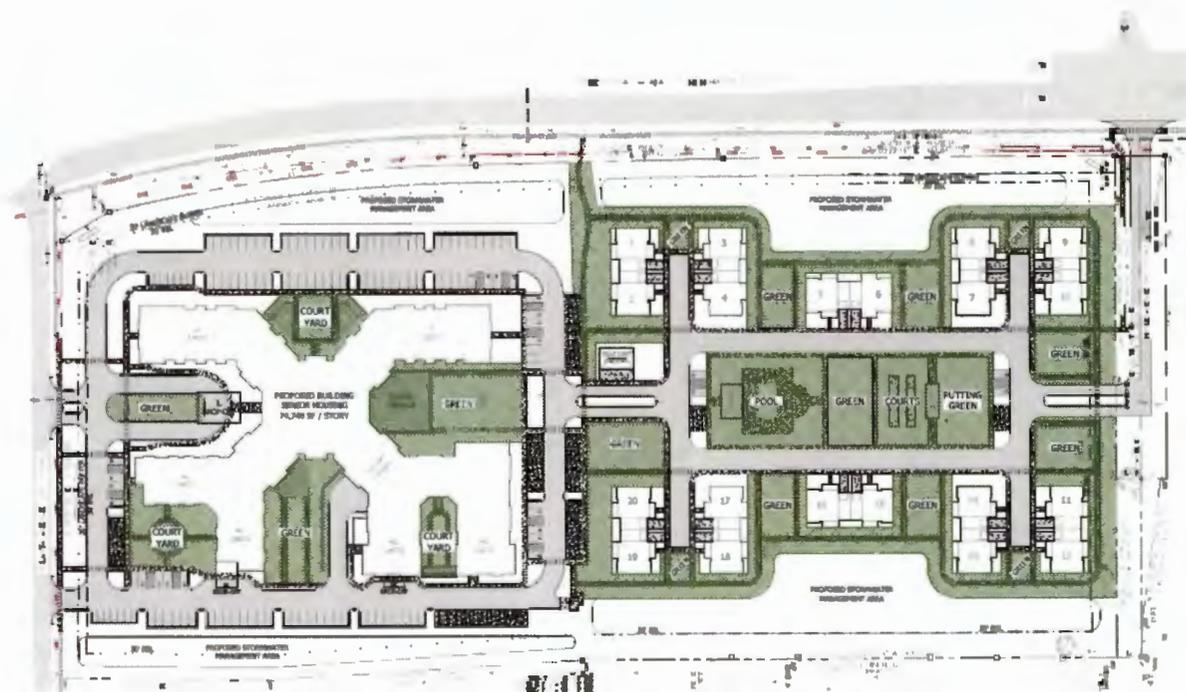


Summary of Request:

The applicant is requesting to rezone the subject property from R-1, Single Family Residential District to PUD, Planned Unit Development. The property is approximately 16.62 acres and is located at the SW intersection of Greeno Rd and Volanta Ave.



The applicant describes the project as a “senior living community” that “provides varying degrees of care for citizens 55 years of age and older”. The project consists of 168 total units; 104 independent living units, 32 assisted living units, and 32 memory care units. 20 of the independent living units will be patio homes, with the remainder of the units contained in a proposed 3 story, approximately 225,000 s.f. building. Per the site data table, the net density of the project is 12.6 Units/Ac.



The project proposes over 26% (25% required) of the 16.62 acres as greenspace with amenities that include a pool, courts, a putting green, court yards, as well as “activity trials”. In addition to the greenspace shown in the plan above, a 20’ buffer is providing adjacent to Greeno Rd and Volanta Ave.

Comments:

Questions regarding development along Greeno Rd, especially outside of the village centers, have been debated for years. Many properties are zoned R-1 – Single-Family Residential. If R-1 is no longer viable along a state highway, what options are available for these properties? While dense, this proposed project captures the intent of our PUD zoning – it is comprehensive plan, innovative use of the site, offers variety of living opportunities, and makes efficient use of greenspace.

Not all questions will be answered in this review. Traffic, detailed drainage plans, electrical, and sewer services will need to be reviewed in detail. If approved, this project will trigger the Multiple Occupancy Project (MOP) regulations of the City of Fairhope’s Subdivision Regulations. During that review, staff, as well as the Planning Commission will provide a critical review of those technical systems.

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

(1) Compliance with the Comprehensive Plan;

Response:

Per the Applicant:

The project complies with the form, function, and design recommendations along Greeno Road found in the City of Fairhope Comprehensive Plan. The proposed land use offers a good transition from more intense commercial uses to the south, the public park uses to the north, and the existing residential uses to the west along Volanta. The project will include pedestrian features and landscape buffers along both Greeno and Volanta. The main building placement was selected to provide the proper accessibility needed for the proposed land use, but not crowd the buffers and pedestrian connection points. The location of Volanta Park across the street from the proposed project also provides a nice way for the elderly to fit into the community by mixing with the youth at the park.

Staff believes the proposed use is a great fit for the subject property. Not only does it align with the goals of the comprehensive plan, but the location geographically links elderly residents with an integral piece of Fairhope’s social infrastructure – Volanta Park.

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

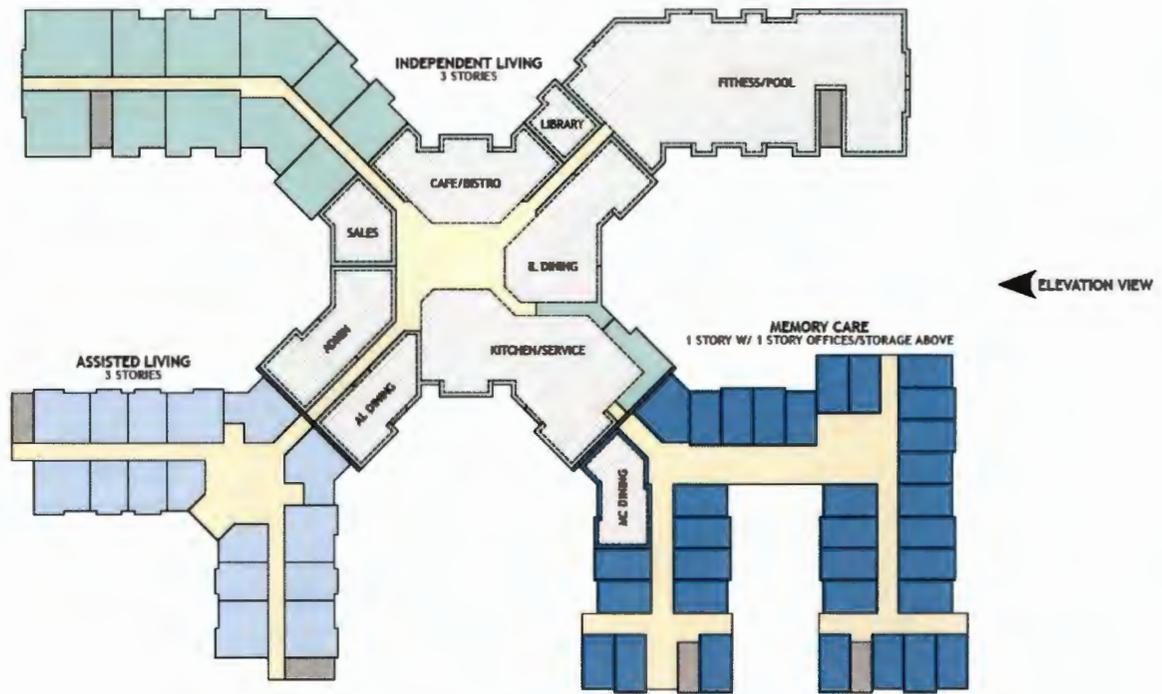
Response:

The purpose of the PUD District is intended to encourage opportunities for development innovation tailored to a particular site, which while clearly furthering the goals of the comprehensive plan, could not explicitly be established by generally applicable standards or guidelines. The proposed project meets the intent of a PUD.

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

Response: The City of Fairhope’s desire for Greeno Road to become something other than a run-of-the-mill commercial strip is address by the design of the proposed project. While the buildings are setback from the road, ample greenspace is provided to, effectively, create a screen. Prior to an MOP review, staff will request the Tree Commission review the Landscape Plan.

Architectural standards are provided within the Master Development Plan. Below are a few images from the taken from the Master Development Plan.



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

Response: There are some challenges providing sewer and electrical to the site at the scale needed for this project. Both utility departments, as well as the applicant, are aware of the challenges and working toward a solution. Plans will be presented during MOP review.

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

Response: A tree inventory/removal plan is included within the packet. Several heritage trees are being preserved. 58 trees are proposed to be removed and replaced with 181 trees.

(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: Staff does not anticipate any significant issues relating to these criteria. A traffic study shall be required for all applications that will generate an average daily traffic (ADT) count of 1,000 trips or more, or which will generate 50 trips or more during any peak hour period and will be a requirement during the MOP review.

Internal lighting will not impact adjacent neighbors. Per the Master Development Plan the lighting package shows a 0.0 foot-candle reading around the perimeter of the property.

A wetland delineation report is provided within the Master Development Plan. No jurisdictional wetlands were found on site. During the field inspection, no hydric soil indicators were found, no wetland hydrologic indicators were noted, and it was determined the entire parcel is comprised of uplands.

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

Response: Staff anticipates more pedestrians crossing Volanta Ave to access the Recreation Center/Parks. There is an existing crosswalk south of the subject property, but there are currently no signals. The applicant, at their cost, has agreed to install crosswalk signals, which shall be approved by the City of Fairhope's Public Works Department.

Staff Recommendation:

Staff recommends Case: ZC 20.09 *The Reserve at Fairhope* PUD from R-1 to PUD be **Approved with the following conditions:**

1. Tree removal and landscape plans shall be reviewed by the City of Fairhope Tree Commission prior to MOP submission.
2. The proposed signalized crossing shall be coordinated with The City of Fairhope's Public Works Department.
3. Final drainage plans, as well as connectivity to Sewer and Electrical, will be resolved during MOP review.

4. A traffic study and building elevations will be provided for review as part of the M.O.P. application.

Planning Commission Recommendation:

Art Dyas made a motion to accept the staff recommendation for **APPROVAL** to the Fairhope City Council to rezone subject properties from R-1 to PUD with the following conditions:

1. Tree removal and landscape plans shall be reviewed by the City of Fairhope Tree Commission prior to/during M.O.P. review.
2. The proposed signalized crossing shall be coordinated with The City of Fairhope's Public Works Department.
3. Final drainage plans, as well as connectivity to Sewer and Electrical, will be resolved prior to/during M.O.P. review.
4. A traffic study and building elevations will be provided for review as part of the M.O.P. application.

Harry Kohler 2nd the motion and the motion carried unanimously with the following vote: AYE – Art Dyas, Rebecca Bryant, Harry Kohler, Lee Turner, Hollie MacKellar, Jason Langley, Clarice Hall-Black, and Jimmy Conyers. NAY – none.

Application For:

PUD Rezoning Request

For

The Reserve at Fairhope

A Planned Unit Development

November 18, 2020

Applicant:

DOMINION
— P A R T N E R S —

Dominion Senior Living of Fairhope, LLC
1200 Corporate Drive | Suite 225
Birmingham, AL 35242

Prepared by:

The logo for JADE CONSULTING features a stylized 'J' and 'A' in blue and green, followed by 'ADE' in large black letters and 'CONSULTING' in smaller black letters below.

• DEVELOPMENT ENGINEERS •

208 Greeno Road North, Suite C
Post Office Box 1929
Fairhope, Alabama 36533
Telephone: 251-928-3443 • Fax: 251-928.3665

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 - 10. Tree Preservation and Removal Plan
 - 11. Landscape Plan

Project Team and Contact Information

<p>Developer/Buyer:</p> 	<p>Dominion Senior Living of Fairhope, LLC 1200 Corporate Drive Suite 225 Birmingham, AL 35242 205.776.6086</p> <p>R. Withers Poellnitz wpollnitz@dpllc.com</p>
<p>Owner/Seller:</p>	<p>Seaman Capital LLC 3 Cherry Hills Shoal Creek, AL 35242</p>
<p>Civil Engineer:</p> 	<p>JADE Consulting, LLC 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443</p> <p>Perry C. "Trey" Jinright III, P.E., LEED AP tjinright@jadengineers.com</p> <p>Lee Rambo, Designer Lrambo@jadengineers.com</p> <p>Sherry Ruth, Project Coordinator sruth@jadengineers.com</p>
<p>Surveyor:</p> 	<p>Smith, Clark & Associates, LLC. P.O. Box 7082 Spanish Fort, AL 36577 Office: (251) 626-0404</p> <p>Hunter C. Smith, P.L.S. hunter@smithclarkllc.com</p>
<p>Architect:</p> 	<p>Niles Bolton Associates 3060 Peachtree Rd NW Suite 600 Atlanta, GA 30305 404.365.7600</p> <p>Teresa Nguyen tnguyen@nilesbolton.com</p>
<p>Landscape Architect:</p> 	<p>WAS Design, Inc. 218 N. Alston St. Foley, Alabama 36535 (251) 948-7181</p> <p>Van Webb vwebb@was-design.com</p>

Project Narrative

The proposed project is a luxury senior living community consisting of 168 total units on approximately 16.62 acres. A "senior living community" is a general term for the different types of housing providing varying degrees of care for seniors 55 years of age and older. In Dominion Partners' previous developments, however, the average age of new residents is approximately 82 years old.

Senior living communities are designed to suit a variety of lifestyles and provide a range of assistance including independent living, assisted living, and specialty care assisted living, commonly known as "memory care." In order to provide a full continuum of care and a true "age in place" community, the proposed project will offer 104 independent living (IL) units, 32 assisted living (AL) units, and 32 memory care (MC) units. As the site plan shows, approximately 50% of the land will be used for 20 IL patio homes on the southern end of the property, and the northern half will hold the "main building" that contains 84 IL residences and the assisted living and memory care residences. All of the units, including the patio homes, will be for rent only and not for sale. Medicare and Medicaid do not provide rental assistance for any category of living in these types of communities. Instead, all of the residents use personal disposable income, applicable long-term care insurance, or wealth to make rental payments each month.

The purpose and intent of senior living is to enable seniors to maintain as much independence, individuality and autonomy as possible, provide them with support and assistance when they need it, and enhance their lifestyle, dignity and joy of life. One of the major benefits offered by luxury senior living communities is an active, socially engaging lifestyle. Engaging in social activities and group events while learning new skills enables seniors to bond with new friends while promoting physical and mental health. Residences available at the property will include three types:

Independent Living (IL):

Independent living is specifically designed for more active, self-reliant seniors who desire a maintenance-free lifestyle and the social benefits of living in a community with other seniors. Although most of the seniors who live in an IL setting require little if any assistance or daily care, supportive services are available around the clock and provided in emergency situations. Unlike AL and MC units, IL units do not require a state license to operate.

Assisted Living (AL):

Assisted living is offered to seniors who need help with one or more activities of daily living (ADLs) such as medication administration, meal preparation and dining, bathing, dressing, mobility, and toileting. State licensure from the Alabama Department of Public Health is required to provide AL services to appropriate residents and a licensed administrator, certified nurses, and trained staff provide care and assistance.

Memory Care (MC):

Memory care is available to residents who require cognitive support due to dementia. The entire memory care residence and outdoor courtyard are secure and monitored to ensure resident safety. State licensure and a Certificate of Need (CON) are required for every memory care resident unit in the project.

As previously stated, a Certificate of Need (CON) is required for every Memory Care bed in the project and must be approved by the State Health Planning and Development Agency (SHPDA). A Letter of Intent (LOI) to apply for the beds has been filed for this project, and there are no other applicants filing in the same "batch" (a batch is what SHPDA calls it when two or more entities are applying for beds at the same time in the same county) for additional beds in Baldwin County. Since no competitors are applying for Memory Care beds in our "batch", the likelihood of receiving the CON for all 32 Memory Care beds very likely. In addition, SHPDA updated the Alabama State Health Plan in May 2020 which added 338 Memory Care beds in Baldwin County alone. To put this in perspective, before the Alabama State Health Plan was updated Baldwin County only had 184 total Memory Care beds. As soon as the property is zoned correctly to develop the Memory Care beds, a formal CON application will be filed. Dominion estimates it will take approximately 120 days from filing a formal application to receiving final approval.

Age-in-Place:

Following the age-in-place model, a resident could first move into one of the patio homes, which is typically occupied by the more active senior or couple. When the resident becomes a little less active, has more limited mobility, or simply prefers the more communal atmosphere, he or she may choose to move into one of the IL residences in the main building to be closer to dining, activities, and other amenities. Eventually the resident may require assistance with ADLs, so he or she could move into an AL residence. If cognitive assistance and support are required, the resident could move into one of the MC units. Should one spouse require additional care, the independent spouse will have the comfort and convenience of being nearby in the same community. Trained staff interact with all residents regularly and frequently, developing relationships and trust with them and their families. These relationships help make transitions within the community smoother, more natural, and less stressful for the resident and family.

Architecturally and operationally, senior living communities include a plethora of features that make them truly unique developments. The buildings must be designed and operated for a multitude of uses including residential, healthcare, dining, hospitality, and even a little bit of country club. Due to the complexities of the overall design and operations of a luxury senior living community, the staffing that is required is significant. The staff can be broken into a handful of subgroups:

- Administration – Executive Director and Financial Services
- Marketing – Includes Director of Sales and Marketing and staff
- Resident Services – Resident Services Director, Lifestyle Director, Fitness Coordinator, Transportation, Concierge, Security Officer and other staff employees that help fill the residents' schedule with activities
- Healthcare – Nurses, Med-Techs, and Care Associates
- Dining – Cooks, Servers, and Kitchen Staff
- Environmental Services – Housekeepers and Engineers/Maintenance Techs

Services and Amenities

The services and amenities provided in these communities promote wellness, socialization, a high quality of life, convenience, mental stimulation, spiritual expression, artistic exploration, and entertainment in senior-friendly surroundings. Although most of the amenities for this project are located in the main building, all residents, including the cottage residents, are encouraged to use and participate in any of the amenities or services that are offered. Some of the services and amenities available to all residents that will be included in the proposed project include:

- 24-hour emergency response system with on-site monitoring and daily check in
- Access to on-site physical, occupational and speech therapy
- Licensed nurse on-site 24 hours a day, seven days a week for AL and MC
- Innovative lifestyle programming providing social, educational, fun and healthy activities, events and outings
- Scheduled transportation to area shopping and local appointments
- Medication assistance and management for AL and MC
- Luxuriously landscaped and well-appointed outdoor spaces with paved walking paths throughout
- Fitness center with indoor aerobic exercise pool
- Outdoor swimming pool
- Courtyards, village greens, and lawn games
- Patios or balconies in most IL and AL apartments
- Luxury finishes and fixtures

- Weekly cleaning and laundry service
- White-linen upscale and laid-back casual dining experiences
- Salon/Barbershop offering hair styling, manicure and pedicure services
- Movie theater
- Library and computer center
- Concierge service

Due to the varying levels of care and assistance required among the three categories of residents, it is operationally safer and more efficient to design the building with “wings” that cater to the specific needs of each resident in the least restrictive and most beneficial environment. This provides numerous advantages including but not limited to these:

- The MC wing and courtyard are secure and monitored to prohibit residents from wandering
- Nurse stations in the AL and MC wings are optimally located for close proximity to each unit and resident
- Resident drop-off areas are strategically located within sight and easy reach of staff in case the resident needs assistance getting from the car to the facility
- Dining venues are intentionally designed for each wing to provide comfortable and elegant meal experiences
- Outdoor courtyards conducive to the needs of each resident type are situated at easily accessible locations
- In Dominion Partners' previous developments, the central area of the main building is the hub of activity for the community at large, providing features, services and amenities for all residents to enjoy.

Site Description:

The location of the subject property is perfect for a senior living community. Easy access to doctors' offices and medical care is important to seniors and senior living communities; with Thomas Hospital approximately 1.25 miles south of the site, medical care is very convenient. The Fairhope Recreation Center at Volanta Park is directly across Volanta Avenue, which is also a convenient feature of the property. This situation is similar to a senior community Dominion developed next to St. Vincent's One Nineteen Health and Wellness Center in Birmingham, AL, that turned out to be a very popular and successful partnership. With a sidewalk on Volanta Avenue and a crosswalk already in place, Dominion expects and encourages the residents to enjoy everything from the indoor walking track to the pickleball courts at the Fairhope Recreation Center. In addition, the residential homes that border the west side of this site will border the portion of the property on which the one-story cottages are to be built. The main building is to be built on the east side of the property least proximal to existing residences.

The project complies with the form, function, and design recommendations along Greeno Road found in the City of Fairhope Comprehensive Plan. The proposed land use offers a good transition from more intense commercial uses to the south, the public park uses to the north, and the existing residential uses to the west along Volanta. The project will include pedestrian features and landscape buffers along both Greeno and Volanta. The main building placement was selected to provide the proper accessibility needed for the proposed land use, but not crowd the buffers and pedestrian connection points. The location of Volanta Park across the street from the proposed project also provides a nice way for the elderly to fit into the community by mixing with the youth at the park.

Senior housing communities are some of the lowest impact real estate developments there are. Traffic studies show that these communities have a much lower traffic count when compared to similar size projects on the residential or commercial side. Due to the inherent nature and habits of the residents there is no appreciable noise impact on the community. Lighting on the property is understated and purposeful;

residents keep early hours and prefer ground-focused, clear light that does not intrude into their homes or create undue glare upon approach or from within. In fact, the lighting package for the proposed project shows a 0.0 foot-candle reading around the perimeter of the property.

The project will have 176 parking spaces around the main building. In Dominion's experience, this is the amount needed to sufficiently park all residents who drive, the entire staff, and any guests of the residents. The majority of staffing shifts change during non-peak hours at 7:00 am, 3:00 pm and 11:00 pm. Cottages will each have parking for two vehicles – one in the garage and one in the driveway. While the majority of the IL residents will drive or have a car, very few if any AL residents will have a car, and no MC residents will have a car. All parking spaces and roads/drives inside the property boundary are intended to be used solely by the residents, guests of residents, and operational staff. All grounds, facilities and features will be maintained by the owner, operator, or third-party contract. Any monument signs will meet the City of Fairhope Sign Ordinance.

With golf carts becoming more and more popular in Fairhope, the site plan also includes covered golf cart parking for main building residents who still drive and own a "street legal" golf cart, and each cottage will have a tandem garage that have enough room to keep a car and a golf cart. Although a street legal golf cart is not allowed to travel along Greeno Road, the residents might enjoy driving it to the Fairhope Recreation Center, Fly Creek Marina, or even take the residential streets to downtown Fairhope.

A senior living community is an asset to the city by providing an attractive, vibrant and gracious lifestyle for its own elderly residents to enjoy. In fact, over 60% of residents in Dominion Partners' past senior living projects came from within five miles of each respective facility. The remaining residents were mostly seniors from out of town that chose to move to be near their adult children.

Employees:

Associates at senior living communities receive emergency training during orientation, annually, and as needed. An Emergency Policies and Procedures manual is prepared in anticipation of any emergency, and a step by step guide is followed. If an accident or illness does occur, the trained staff will evaluate whether emergency services should be called. At past projects, emergency vehicles typically pull into the IL drop-off, which in this case would be accessed directly from Volanta Avenue. Typically, the senior housing operator will establish a relationship and protocol with the local EMS that will allow the operator to tell the local EMS whether the lights and/or sirens should be active on at arrival. This helps prevent unnecessary sirens from disturbing other residents and nearby neighbors if it can be avoided.

Construction:

Construction is proposed and projected to begin in July 2021 and will take approximately 20 months. There will be no phasing of the construction – everything will be built at once.

Architectural Narrative:

The proposed senior housing project includes a total of 168 units. There will be 20 patio homes, 84 Independent living units, 32 Assisted Living units, and 32 Memory care units. The amenities and support facilities for these residents include multiple dining rooms, café, dining terraces, fitness center, library, activity rooms, common areas, indoor swimming pool, physical therapy suite, commercial kitchen, laundry facilities, etc...

The site design includes a network of walking paths, village greens, courtyards, surface parking lots, street trees, foundation plantings, swimming pool, lawn games, understated exterior/site lighting, natural landscape buffers, and storm water detention per local requirements.

The patio homes will be single story wood framed residences with private garages, front porches, and private rear patios at grade. Exteriors will include a traditional cottage/bungalow look with gabled roofs, double-hung windows, clapboard siding, masonry veneer, and neutral color palette focused on whites and greys.

The main building will be two and three stories in height with sloped roofs and gables. The architectural expression will be traditional "Arts and Crafts/Craftsman" style, at the scale of a lodge or an inn.

Exterior elements will include double-hung windows, a mix of clapboard siding and masonry veneer. The shingle roof will be sloped with hidden mechanical wells to screen condensing units and roof top equipment. Most units will have private balconies.

Service/Utility Yard and loading dock will be walled and gated. The wall will be clad in masonry to match the main building. The trash compactor will be enclosed. Ground-based condenser units will be screened and landscaped.



APPLICATION FOR ZONING DISTRICT CHANGE

Seller

Property Owner / Leaseholder Information

Name: Seaman Capital LLC Phone Number: 205-991-7200
 Street Address: 3 Cherry Hills
 City: Shoal Creek State: AL Zip: 35242

Applicant / Agent Information

If different from above.
Notarized letter from property owner is required if an agent is used for representation.

Name: Dominion Senior Living of Fairhope, LLC Phone Number: 205.776.6086
 Street Address: 1200 Corporate Drive, Ste. 225
 City: Birmingham State: AL Zip: 35242

Current Zoning of Property: R-1
 Proposed Zoning/Use of the Property: PUD
 Property Address: TBD Volanta & Greens
 Parcel Number: 05-46-03-39-0-002-003.001 & 05-46-03-39-0-002-003.004
 Property Legal Description: See attached
 Reason for Zoning Change: See attached

Property Map Attached YES NO
 Metes and Bounds Description Attached YES NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date: 1st quarter 2021
Proposed Senior Living Facility

Zoning Fee Calculation:
 Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Dominion Senior Living of Fairhope, LLC [Signature]
 Property Owner/Leaseholder Printed Name Signature
9-21-20
 Date Fairhope Single Tax Corp. (If Applicable)

Appendix E Wetland Delineation Report



October 27, 2020

Trey Jinright
Jade Consulting Engineers
208 N Greeno Rd STE C
Fairhope, AL 36532

**Re: Wetland Assessment Report
Volanta Avenue and Greeno Road North, Baldwin County, AL
WSI Project 2020-763**

Dear Mr. Jinright,

As requested, Wetland Sciences, Inc. has completed a field wetland assessment south of Volanta Avenue and west of Greeno Road North in Baldwin County, Alabama. The Baldwin County property appraiser identifies the property with the following parcel IDs: 05-46-03-39-0-002-003.001 and 05-46-03-39-0-002-003.004.

The purpose of performing the wetland assessment was to assess if wetlands or Waters of the United States (WOTUS) are present and, if so, to identify the boundaries. The wetland delineation was performed in accordance with the 1987 Corps of Engineers Wetlands Delineation Manual, the 2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic & Gulf Coast Supplement (2010). According to both U.S. Army Corps of Engineers (USACE) guidelines, wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology.

Desktop Review

Prior to performing the delineation, several map and aerial photograph resources were reviewed to assist with identifying potential WOTUS and wetland areas at the site. Each source of data is described in detail below.

Natural Resource Conservation Service Soil Survey

WSI reviewed the Natural Resources Conservation Service (NRCS) on-line Web Soil Survey (WSS) to identify soil types in the vicinity of the site (Exhibit A). The property is comprised of Carnegie very fine sandy loam, Grady soils, Marlboro very fine sandy loam, Robertsdale loam and Savannah very fine sandy loam.

Carnegie very fine sandy loam consists of deep, well-drained soils that are medium acid or strongly acid. The soils developed in sandy clay loam to sandy clay on uplands of the Coastal Plain. Their slope ranges from 0 to 12 percent, but in most places, it is between 2 and 8 percent.

The Grady series consists of poorly drained, slowly permeable soils in upland depressions but are also along drains of the Southern Coastal Plain. These soils formed in clayey marine sediments. Typically, they are in depressions but are also along drains. Slopes range from 0 to 2 percent.

The Marlboro series consists of deep, well-drained soils that are medium acid to very strongly acid. The soils developed in thick loam and sandy clay on uplands of the Coastal Plain. Their slope ranges from 0 to 5 percent, but in most places it is between 0 to 2 percent.

Robertsdale loam consists of moderately deep, somewhat poorly drained soils that are strongly acid. The soils developed in sandy clay loam and are on uplands. Their slope is between 0 and 2 percent.

The Savannah series consists of very deep, moderately well drained, moderately slowly permeable soils on uplands and terraces in the Southern Coastal Plain. They formed in loamy marine or fluvial terrace deposits.

These soils have a hydric rating between 5 - 10% with the exception of Grady soils which have a hydric rating of 85% (Exhibit B). This rating indicates the percentage of map units that meet the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993). If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

Aerial Photograph

WSI reviewed aerial photographs to identify suspected wetland areas on the site and to determine changes in wetland areas over time. Our review of the aerial photographs did not suggest any wetland resources within the subject property (Exhibit C).

National Wetland Inventory Map

The US Fish and Wildlife Service (FWS) is the principal US Federal agency tasked with providing information to the public on the status and trends of our Nation's wetlands. The US FWS National Wetlands Inventory (NWI) is a publicly available resource that provides detailed information on the abundance, characteristics, and distribution of US wetlands. Prior to our field inspection of the property, Wetland Sciences, Inc. researched the U.S. Fish and Wildlife Service's National Wetland Inventory Data (Exhibit D). The NWI map suggests the property is comprised entirely of uplands.

Field Review

The desktop review was followed by a pedestrian survey. I personally inspected the property on October 14, 2020. I used technical criteria, field indicators, historic aerial photographs, and other sources of information to assess the site. The evaluation methods followed the routine on-site determination method referenced in the 1987 USACE Manual and 2010 Atlantic and Gulf Coast Regional Supplement.

Wetlands generally have three essential characteristics: hydrophytic vegetation, hydric soils, and wetland hydrology. The techniques for evaluating the plant community, soils, and hydrology are described in the following sections.

Hydric Soils Assessment

Several soil test holes were evaluated in an attempt to identify field indications of hydric soils. WSI utilized the hydric soil definition provided by the National Technical Committee for Hydric Soils and criteria to determine whether soils within the site are considered hydric. It was determined during the desktop review that the soils within the subject property had a hydric rating of less than 0%. A specific area is not necessarily considered to have hydric soils because it is dominated by soils on a hydric soils list. Hydric soils must be identified by verifying the presence of one or more of the hydric soil indicators. During our field inspection of the property, we did not identify any hydric soil indicators within the subject property.

Wetland Hydrology Assessment

Visual indicators of wetland hydrology were evaluated. Examples of primary wetland hydrology indicators include, but are not limited to, surface water, high water table, soil saturation, water marks, sediment deposits, drift deposits, iron deposits, inundation visible on aerial imagery, sparsely vegetated concave surface, and water-stained leaves. If at least one primary or two secondary indicators are observed, the data point location was considered to have wetland hydrology. No wetland hydrologic indicators were noted within the subject property.

Field Identification of Wetlands

During the site inspection, Wetland Sciences, Inc. did not identify any wetlands within the subject property that would fall within the regulatory jurisdiction of the US Army Corps of Engineers (Corps) under 33 CFR 320-330 or the Alabama Department of Environmental Management. It is our opinion, that the entire parcel is comprised of uplands.

Finally, I have included a statement of our firm for services rendered and expenses incurred associated with this effort. If you find this statement in order, please place it in line for payment. If you have any questions, please do not hesitate to contact me at (850) 453-4700.

Respectfully,
WETLAND SCIENCES, INC.

A handwritten signature in black ink, appearing to read "Craig D. Martin". The signature is fluid and cursive, with a long horizontal stroke at the end.

Craig D. Martin M.S.
Sr. Scientist



Area Subject to wetland delineation
±16.75 AC



Upland Conveyance Identified by WSI

Approximate Parcel Boundary per Baldwin County GIS Data

Volanta Avenue

Greeno Road North

Upland Conveyance Identified by Wetland Sciences, Inc. October 2020

Culvert

NOTE: This is not a survey. All data within this map are supplied as is, without warranty. This product has not been prepared for legal, engineering, or survey purposes. Users of this information should review or consult the primary data sources to ascertain the usability of the information.



SCALE: 1" = 200 Feet



ENVIRONMENTAL CONSULTANTS

3308 GULF BEACH HIGHWAY
PENSACOLA, FLORIDA 32507
TEL: 850.453.4700
CRAIG@WETLANDSCIENCES.COM

PROJECT NAME: Volanta Avenue & Greeno Road

WETLAND SKETCH

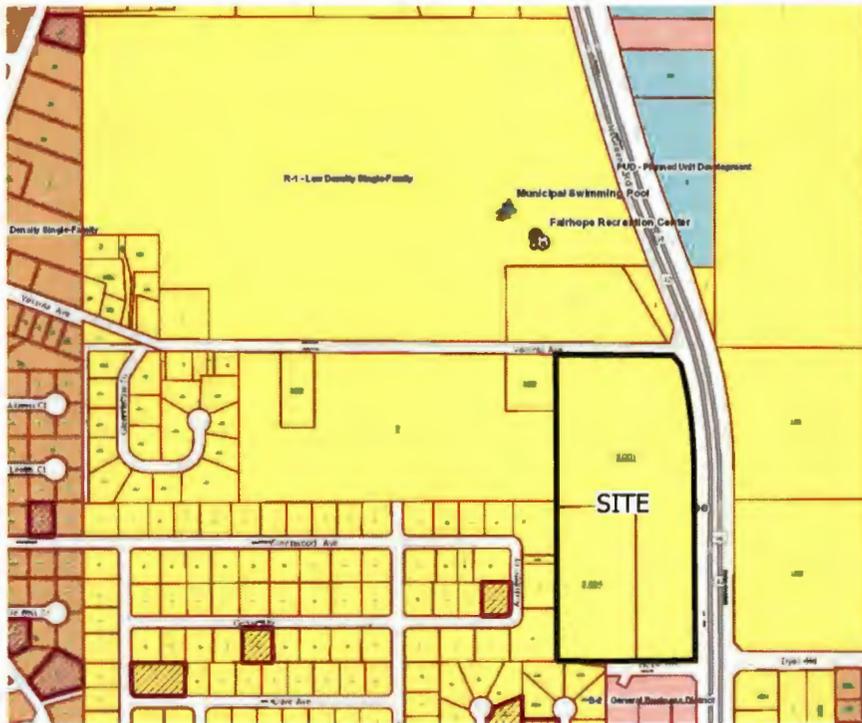
PROJECT NO.: 2020-763

DRAWN BY: AJN

DATE: 10/20/2020

SHEET: 1 OF 1

- Appendix F 11 x 17:
1. Boundary and Topographic Survey
 2. Vicinity Map & Underlying Zoning
 3. Comparative Zoning Tables
 4. Conceptual Site Plan
 5. Conceptual Greenspace Plan
 6. Architectural Composite Floor Plan
 7. Architectural Building Elevation
 8. Architectural Rendered Building Elevation
 9. Photometric Plan & Lighting Specification
 10. Tree Preservation and Removal Plan
 11. Landscape Plan



*IMAGERY FROM CITY OF FAIRHOPE GIS MAP VIEWER (POWERED BY FJEST CONSULTING SERVICES, LLC)

Legend

- Post
- Post Office
- Public Works
- Recreation Center
- School
- Senior Center
- Tennis Center
- Aurfield

Central Business District

- Central Business District

Zoning

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

VICINITY MAP & UNDERLYING ZONING
THE RESERVE AT FAIRHOPE
PLANNED UNIT DEVELOPMENT
GREENO ROAD & VOLANTA AVE
FAIRHOPE, AL

ZONING DIMENSIONS TABLE

LOT/STRUCTURE REQUIREMENTS	R-1 REQUIREMENTS	R-4 REQUIREMENTS	R-5 REQUIREMENTS	PUD REQUIREMENTS	PROPOSED PUD
MIN. LOT AREA/ALLOWED UPA	15,000 S.F.	10,500 S.F. FOR TWO DWELLING UNITS + 6,500 S.F. FOR EA. ADDITIONAL UNIT / 7 UPA	10,500 S.F. FOR TWO DWELLING UNITS + 4,100 S.F. FOR EA. ADDITIONAL UNIT / 10 UPA	3 AC	16.62 AC / 12.6 UPA
MIN. LOT WIDTH	100'	75' FOR TWO DWELLING UNITS + 5' FOR EA. ADDITIONAL UNIT	75' FOR TWO DWELLING UNITS + 5' FOR EA. ADDITIONAL UNIT	-	513.59'
MIN. FRONT SETBACK	40'	30'	30'	-	30'
MIN. REAR SETBACK	35'	35'	35'	-	30'
MIN. SIDE SETBACK	10'	10'	10'	-	30'
MIN. STREET SIDE SETBACK	20'	20'	20'	-	30'
MAX. TOTAL LOT COVERAGE BY ALL STRUCTURES	40%	30%	30%	-	25%
MAX. BUILDING HEIGHT	30'	30'	30'	-	MAX. 34' EAVE HEIGHT

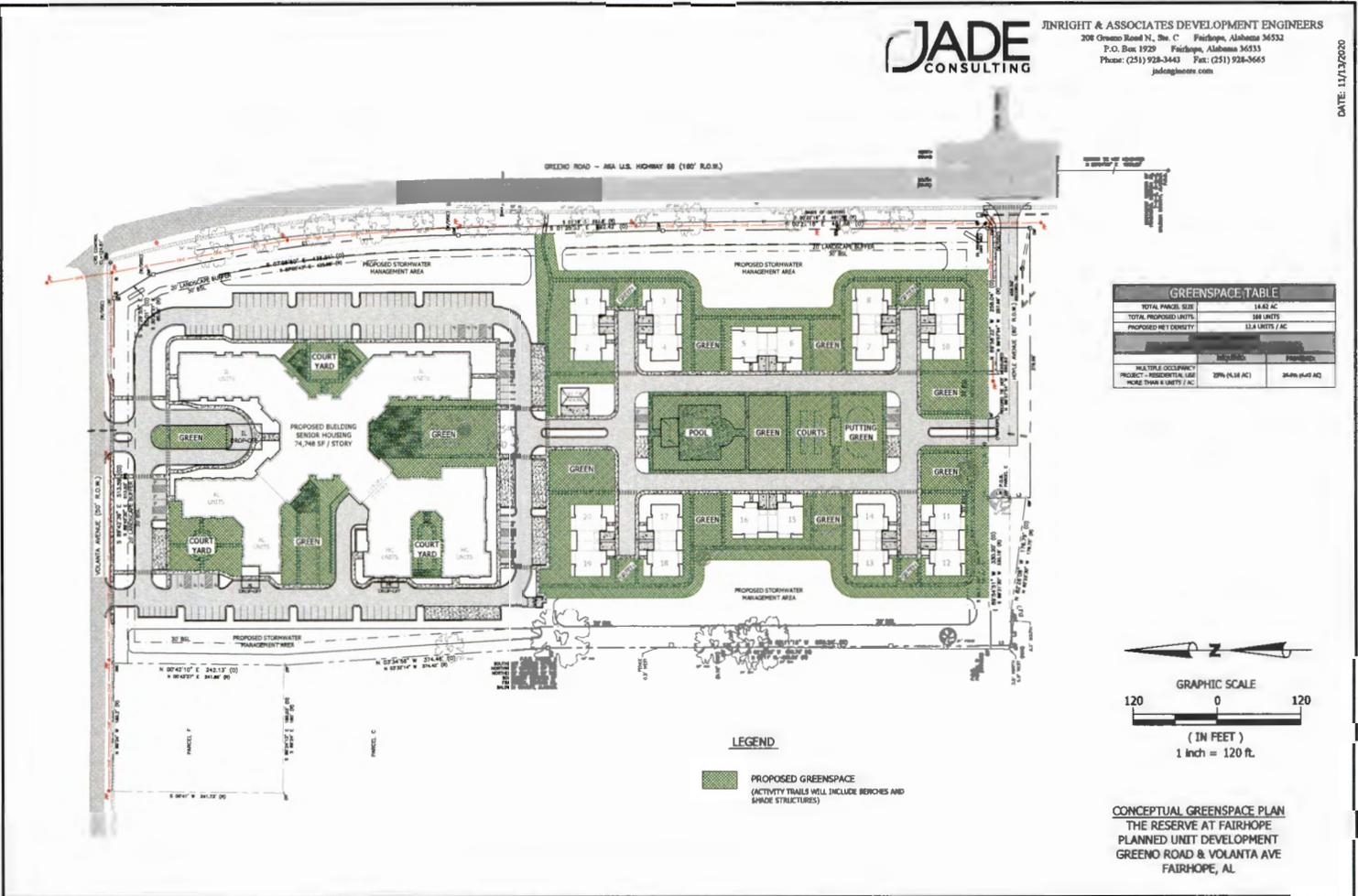
SITE DATA TABLE

STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE	
TAX PARCEL ID:	05-46-03-39-0-002.003.001 05-46-03-39-0-002-003.004
PARCEL SIZE:	16.62 AC
EXISTING ZONING:	R-1, LOW DENSITY SINGLE-FAMILY
PROPOSED ZONING:	PUD
PUD ACREAGE:	16.62 AC
BUILDING SETBACKS:	
FRONT:	30'
SIDE & STREET SIDE:	30'
REAR:	30'
BUILDING AREA & DIMENSIONAL REQUIREMENTS:	
BUILDING HEIGHT:	MAX. 34' EAVE HEIGHT
BUILDING COVERAGE:	MAX. 20% (3.32 AC)
IMPERV. COVERAGE (INC. BLDGS):	MAX. 45% (7.48 AC)
SENIOR HOUSING:	148 TOTAL UNITS 74,748 SF / STORY
3 STORY - INDEPENDENT LIVING: 84 UNITS (56% OF TOTAL)	
3 STORY - ASSISTED LIVING: 32 UNITS (22% OF TOTAL)	
1 STORY - MEMORY CARE: 32 UNITS (22% OF TOTAL)	
DUPLEX VILLAS:	20 UNITS 1,350 SF / UNIT (EXCLUDES GARAGE)
NET DENSITY:	168 UNITS / 16.62 AC = 12.6 UNIT/AC
PARKING STANDARDS:	
	REQUIRED: PROVIDED:
SENIOR HOUSING VEHICLE PARKING:	1 SPACE / 4 BEDS, PLUS 1 SPACE / 4 EMPLOYEES 148 BEDS + 40 EMPLOYEES = 47 SPACES 178 SPACES (INC. 20 H/C) (INC. 14 COMPACT SPCS)
VILLAS VEHICLE PARKING:	1 SPACE/UNIT 20 UNITS = 20 SPACES 30 SPACES (INC. 4 H/C)
SIDEWALK & STREET REQUIREMENTS:	
SIDEWALK WIDTH:	MIN. 5' WIDTH
PARKING SPACES:	10'x20'
COMPACT PARKING SPACES:	8'x15'
DRIVE AISLE (SENIOR HOUSING):	26' WIDE
DRIVE AISLE (DUPLEX):	24' WIDE

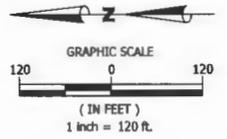
PROVIDED PARKING BREAKDOWN TABLE

	PARKING PROVIDED
SENIOR HOUSING INDEPENDENT LIVING	84 SPACES
SENIOR HOUSING ASSISTED LIVING, MEMORY CARE, & STAFF	33 SPACES
COMPACT PARKING SPACES	14 SPACES
PERVIOUS PARKING SPACES	47 SPACES
TOTAL PARKING SPACES	178 SPACES

**COMPARATIVE ZONING TABLE
 THE RESERVE AT FAIRHOPE
 PLANNED UNIT DEVELOPMENT
 GREENO ROAD & VOLANTA AVE
 FAIRHOPE, AL**



GREENSPACE TABLE											
TOTAL PARCEL SIZE	14.43 AC										
TOTAL PROPOSED UNITS	388 UNITS										
PROPOSED NET DENSITY	26.8 UNITS / AC										
<table border="1"> <thead> <tr> <th>USE TYPE</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>RESIDENTIAL USE</td> <td>30%</td> </tr> <tr> <td>RECREATION USE</td> <td>30%</td> </tr> <tr> <td>OPEN SPACE USE</td> <td>30%</td> </tr> <tr> <td>OTHER USE</td> <td>10%</td> </tr> </tbody> </table>		USE TYPE	Percentage	RESIDENTIAL USE	30%	RECREATION USE	30%	OPEN SPACE USE	30%	OTHER USE	10%
USE TYPE	Percentage										
RESIDENTIAL USE	30%										
RECREATION USE	30%										
OPEN SPACE USE	30%										
OTHER USE	10%										



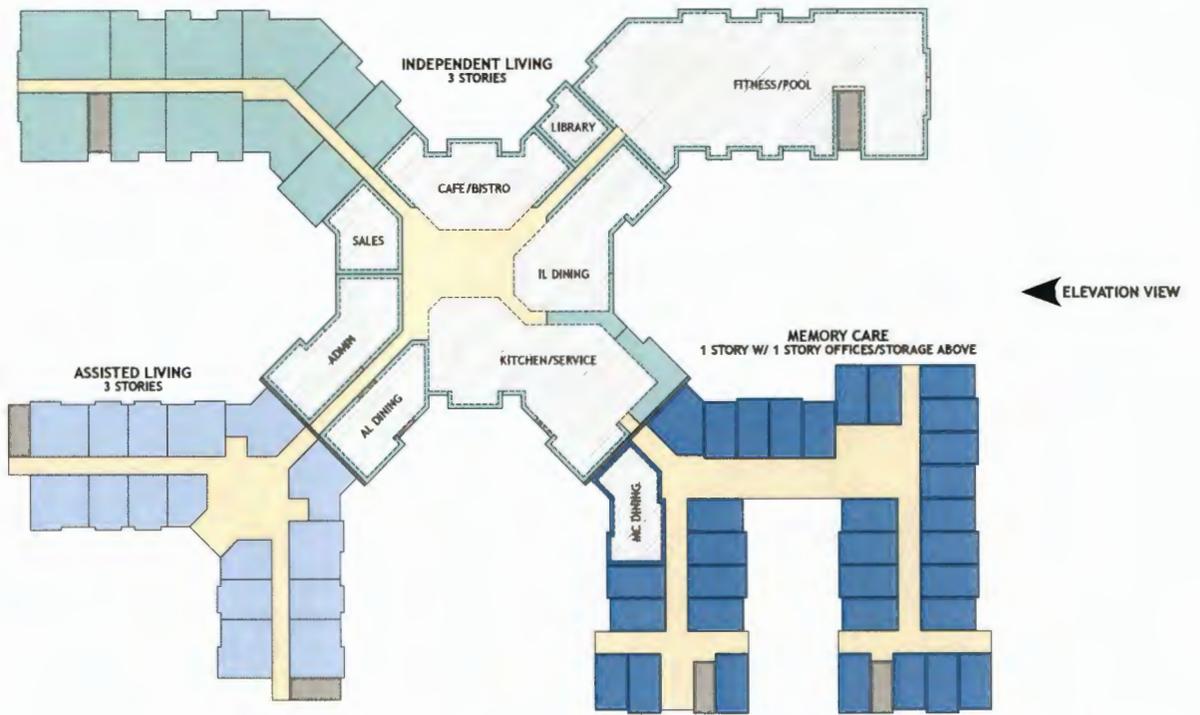
LEGEND

PROPOSED GREENSPACE
(ACTIVITY TRAILS WILL INCLUDE BENCHES AND SHADE STRUCTURES)

CONCEPTUAL GREENSPACE PLAN
THE RESERVE AT FAIRHOPE
PLANNED UNIT DEVELOPMENT
GREENO ROAD & VOLANTA AVE
FAIRHOPE, AL

Composite Floor Plan - Level 1

Volanta Ave & Greeno Rd - Fairhope, AL



Elevation View
Volanta Ave & Greeno Rd - Fairhope, AL



Rendered Elevation View

Volanta Ave & Greeno Rd - Fairhope, AL





Dominion Partners; Fairhope, Alabama 1.6



800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Luminaire Summary

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Total Lamp Lumens	LLF	Description
	40	A	SINGLE	N.A.	0.900	CY55P1B-FGC-3HS-120W-3K
	1	A2	BACK- BACK	N.A.	0.900	CY55P1B-FGC-3HS-120W-3K
	12	B	SINGLE	N.A.	0.900	CY55P1B-FGC-4HS-120W-3K



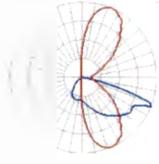
800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

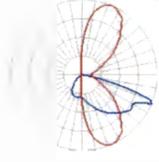
Luminaire Images



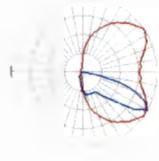
A



A2



B



800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Calculation Summary

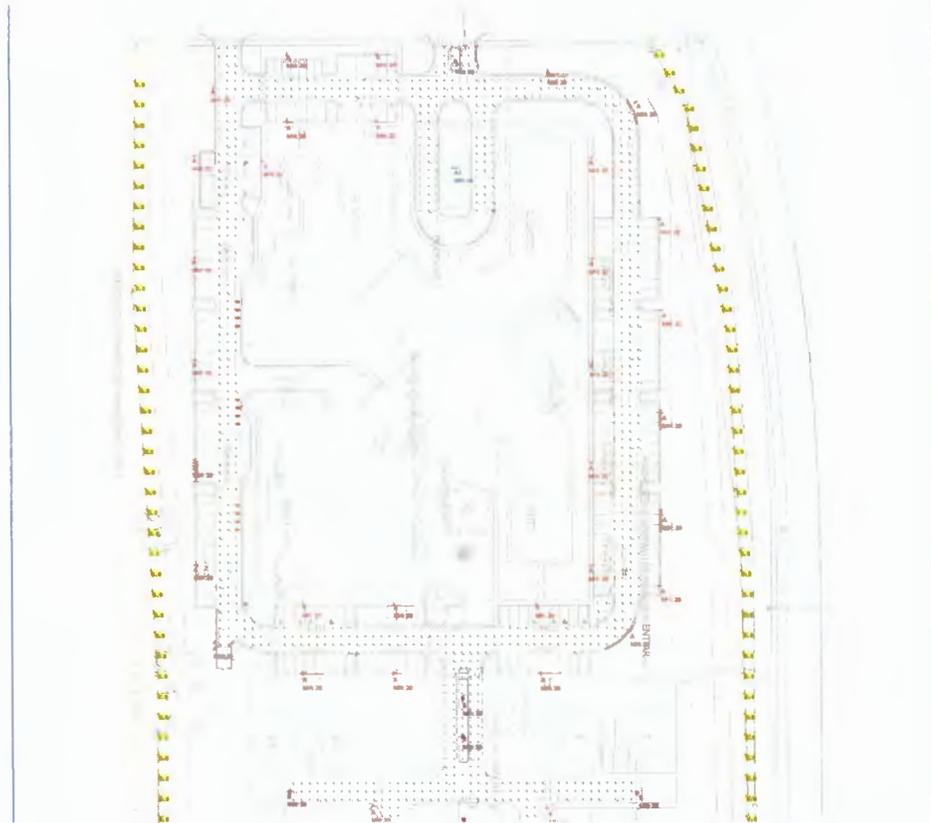
Calculation Summary							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking (5 Spaces)	Illuminance	Fc	1.91	3.7	0.8	2.39	4.63
Parking (Center)	Illuminance	Fc	3.08	5.4	0.6	5.13	9.00
Parking (East)	Illuminance	Fc	2.84	5.5	0.8	3.55	6.88
Parking (New)	Illuminance	Fc	3.39	5.2	1.0	3.39	5.20
Parking (South)	Illuminance	Fc	3.36	5.4	1.2	2.80	4.50
Parking (West)	Illuminance	Fc	2.82	5.2	0.7	4.03	7.43
Perimeter (New)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Roadway (New)	Illuminance	Fc	2.10	6.2	0.2	10.50	31.00



800 Battery Avenue SE
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Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Viewpoint



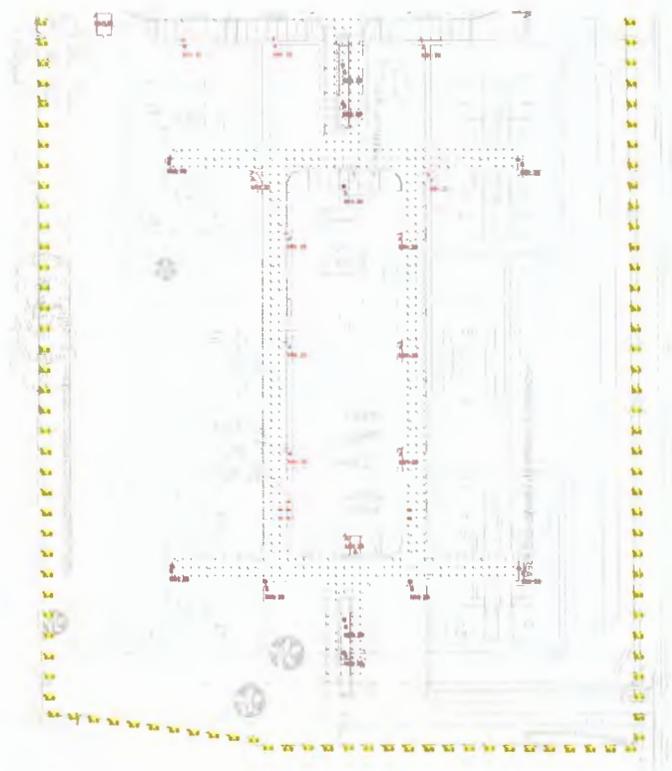
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800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Viewpoint - Cont.



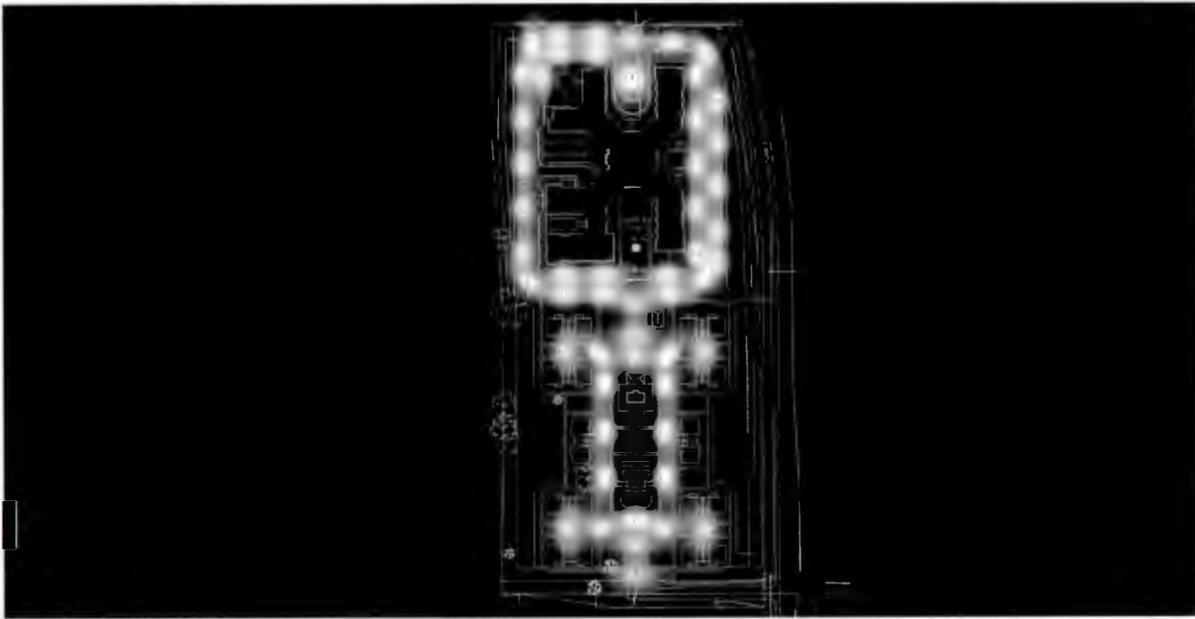
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800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Render View



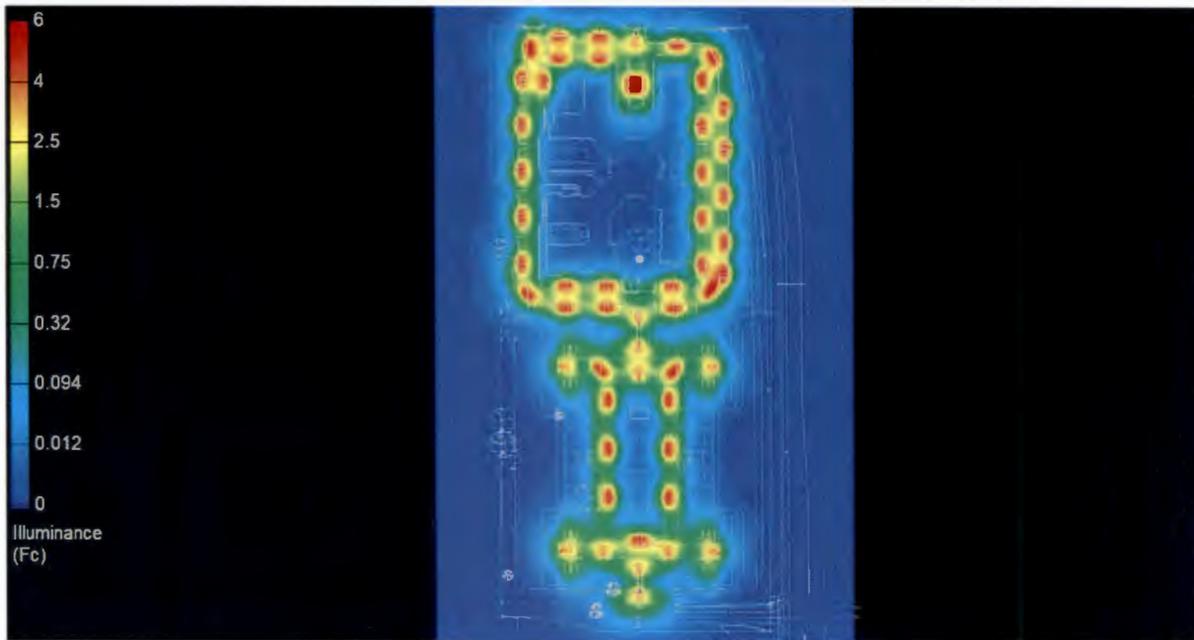
RenderViewpoint_3



800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020

Render View - Cont.

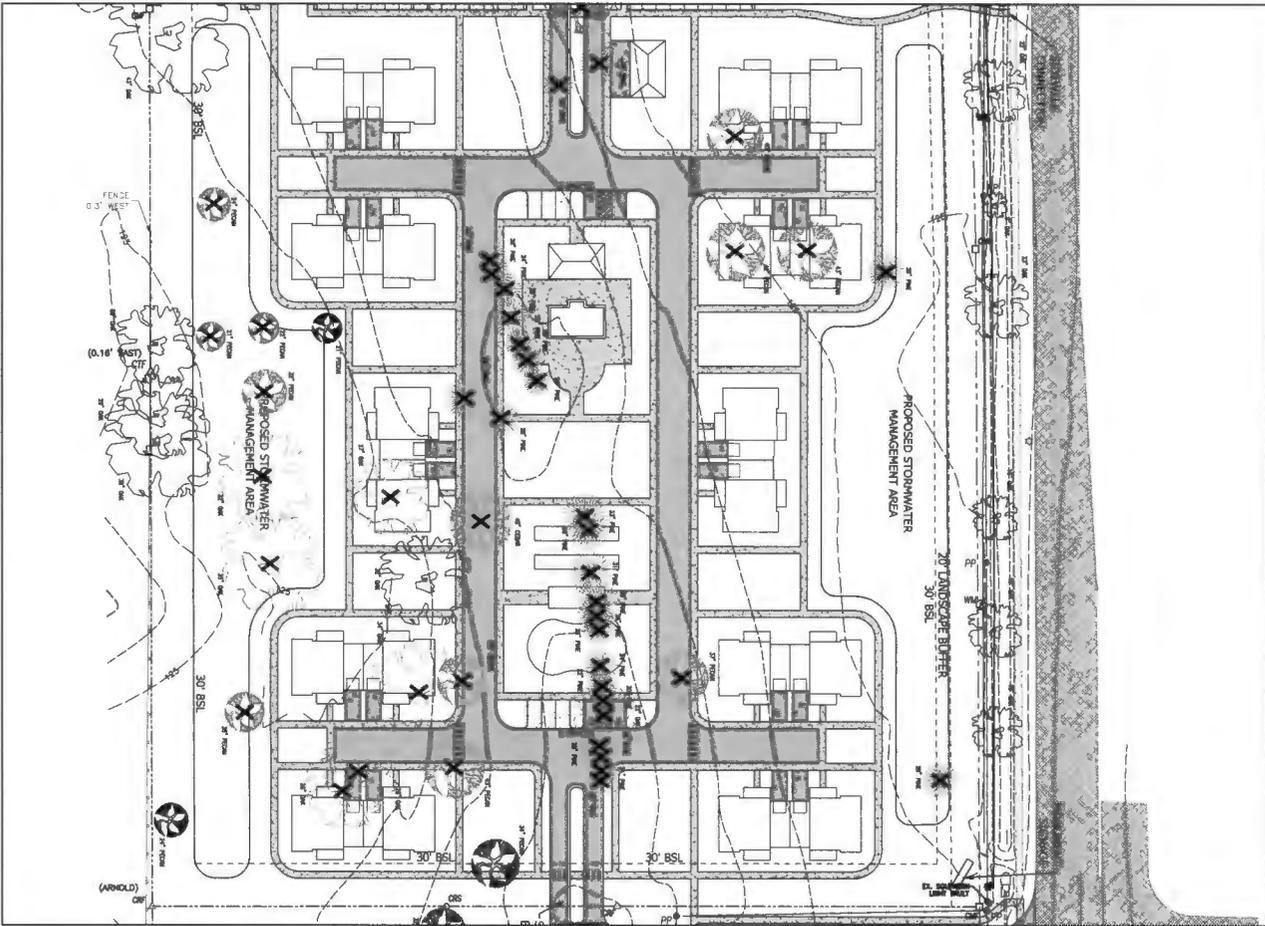


RenderViewpoint_4



800 Battery Avenue SE
Suite 410
Atlanta, GA 30339

Dominion Partners - Fairhope, Alabama
Photometrics 1.6
(120 Watt Fixture)
10/12/2020



1 TREE PRESERVATION & REMOVAL ENLARGEMENT PLAN
Scale: 1" = 20'

was DESIGN
landscape architects

NOT
FOR CONSTRUCTION
THIS PLAN MAY NOT BE
APPLIED AND IS SUBJECT
TO CHANGE

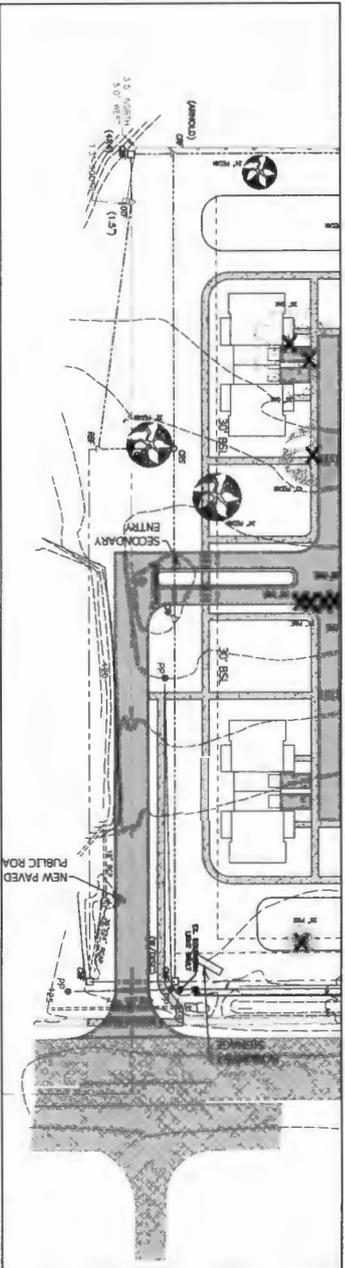
A Landscape Development Plan for
The Reserve at Fairhope
Fairhope, Alabama

NO.	DATE	REVISION / SUBMISSION
1	05.28.20	0.001 SUDP
2	06.08.20	0.001 PRELIM
3	11.05.20	0.001 & 0.002/0.003

DATE: 05.28.20
 BY: [Signature]
 PROJECT: 202012-070
 SCALE: 1" = 20'
 SHEET NO. 02 OF 20

TREE
PRESERVATION &
REMOVAL PLAN

TP201



1 TREE PRESERVATION & REMOVAL ENLIGHTENMENT PLAN
Scale: 1" = 20'

M&S DESIGN
LANDSCAPE ARCHITECTURE
10000 17th Avenue S.W.
Edmonton, Alberta T6A 1P7
Phone: 780-443-1111
Fax: 780-443-1112
www.mandsdesign.com

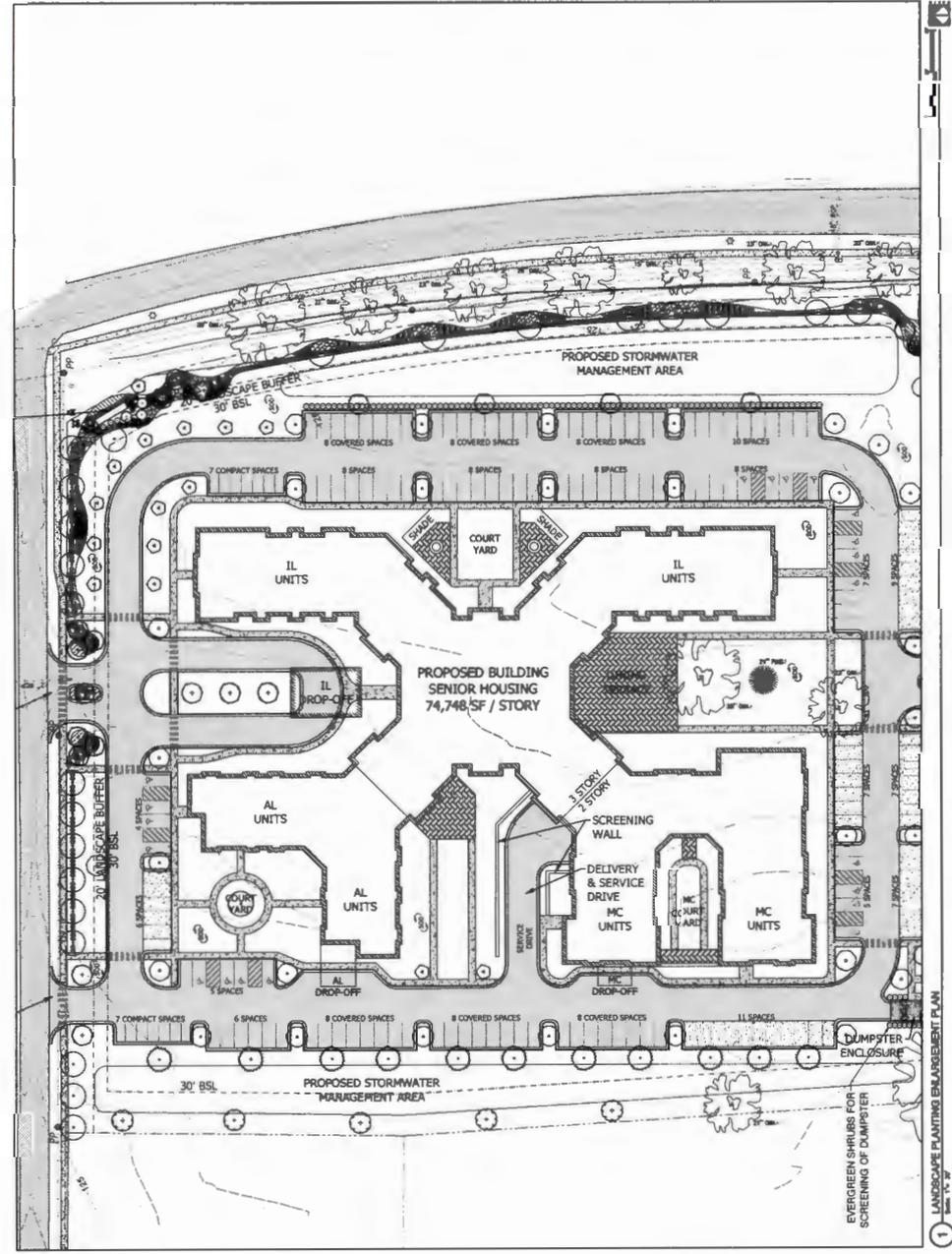
NOT
FOR CONSTRUCTION
UNLESS SPECIFICALLY
NOTED OTHERWISE
DATE: 08/20/2012

A Landscape Development Plan for
The Reserve at Fairhope
Fairhope, Alberta

DATE	08/20/2012
BY	M&S DESIGN
FOR	TP2012
PROJECT	TREE PRESERVATION & REMOVAL PLAN
LOCATION	FAIRHOPE, ALBERTA
SCALE	1" = 20'
PROJECT NO.	TP2012
DATE	08/20/2012
BY	M&S DESIGN
FOR	TP2012
PROJECT	TREE PRESERVATION & REMOVAL PLAN
LOCATION	FAIRHOPE, ALBERTA
SCALE	1" = 20'
PROJECT NO.	TP2012

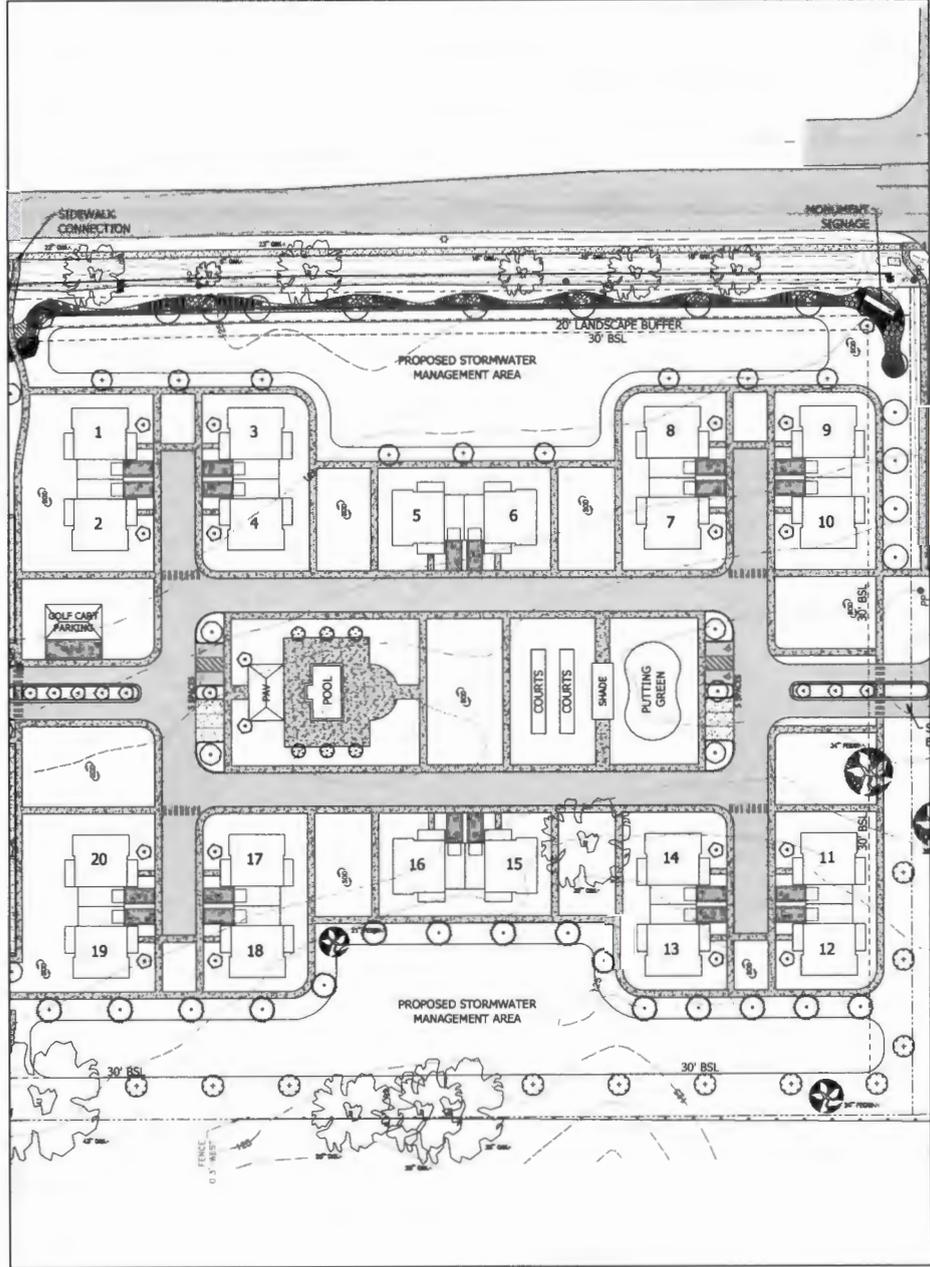
TREE
PRESERVATION &
REMOVAL PLAN

TP2012

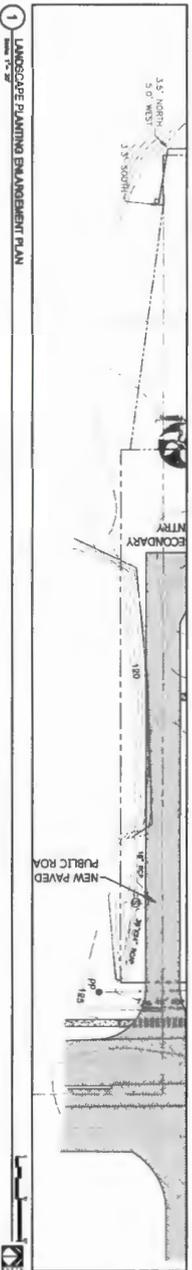


1 LANDSCAPE PLANTING ENLARGEMENT PLAN

DATE	DESCRIPTION / COMMENTS
11.15.11	ISSUE 0001
11.15.11	ISSUE 0002
11.15.11	ISSUE 0003
11.15.11	ISSUE 0004
11.15.11	ISSUE 0005
11.15.11	ISSUE 0006
11.15.11	ISSUE 0007
11.15.11	ISSUE 0008
11.15.11	ISSUE 0009
11.15.11	ISSUE 0010
11.15.11	ISSUE 0011
11.15.11	ISSUE 0012
11.15.11	ISSUE 0013
11.15.11	ISSUE 0014
11.15.11	ISSUE 0015
11.15.11	ISSUE 0016
11.15.11	ISSUE 0017
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11.15.11	ISSUE 0096
11.15.11	ISSUE 0097
11.15.11	ISSUE 0098
11.15.11	ISSUE 0099
11.15.11	ISSUE 0100



1 LANDSCAPE PLANTING ENLARGEMENT PLAN



1 LANDSCAPE PLANNING ENLARGEMENT PLAN

M&S
DESIGN
LANDSCAPE ARCHITECTURE

NOT
FOR CONSTRUCTION
THIS DOCUMENT IS NOT
FOR CONSTRUCTION
PURPOSES AND SHOULD
NOT BE USED FOR SUCH
PURPOSES.

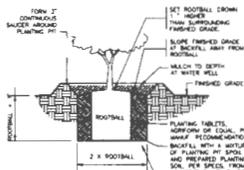
A Landscape Development Plan for
The Reserve at Fairhope
Fairhope, Alabama

No.	Revised / Description
1	DATE: 08/20/13
2	DATE: 08/20/13
3	DATE: 08/20/13
4	DATE: 08/20/13
5	DATE: 08/20/13
6	DATE: 08/20/13
7	DATE: 08/20/13
8	DATE: 08/20/13
9	DATE: 08/20/13
10	DATE: 08/20/13

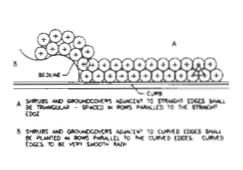


LANDSCAPE
PLANNING
ENLARGEMENT
PLAN

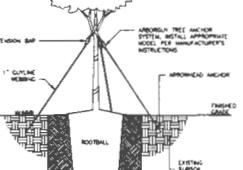
LP202



1 SHRUB PLANTING
1" = 1'-0"



2 TYPICAL PLANT SPACING
NOT TO SCALE



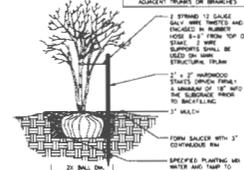
3 MULTI-TRUNK TREE STAKING
1/2" = 1'-0"



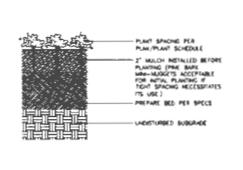
4 GROUND COVER PLANTING
3/4" = 1'-0"



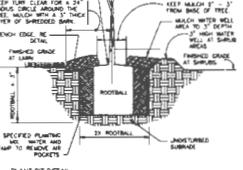
5 TREE PLANTING - GUY STRAP
1" = 1'-0"



6 TRENCH EDGE
1" = 1'-0"



7 GENERAL PLANTING NOTES
1" = 1'-0"



8 STAKING DETAIL



9 PLANT PIT DETAIL

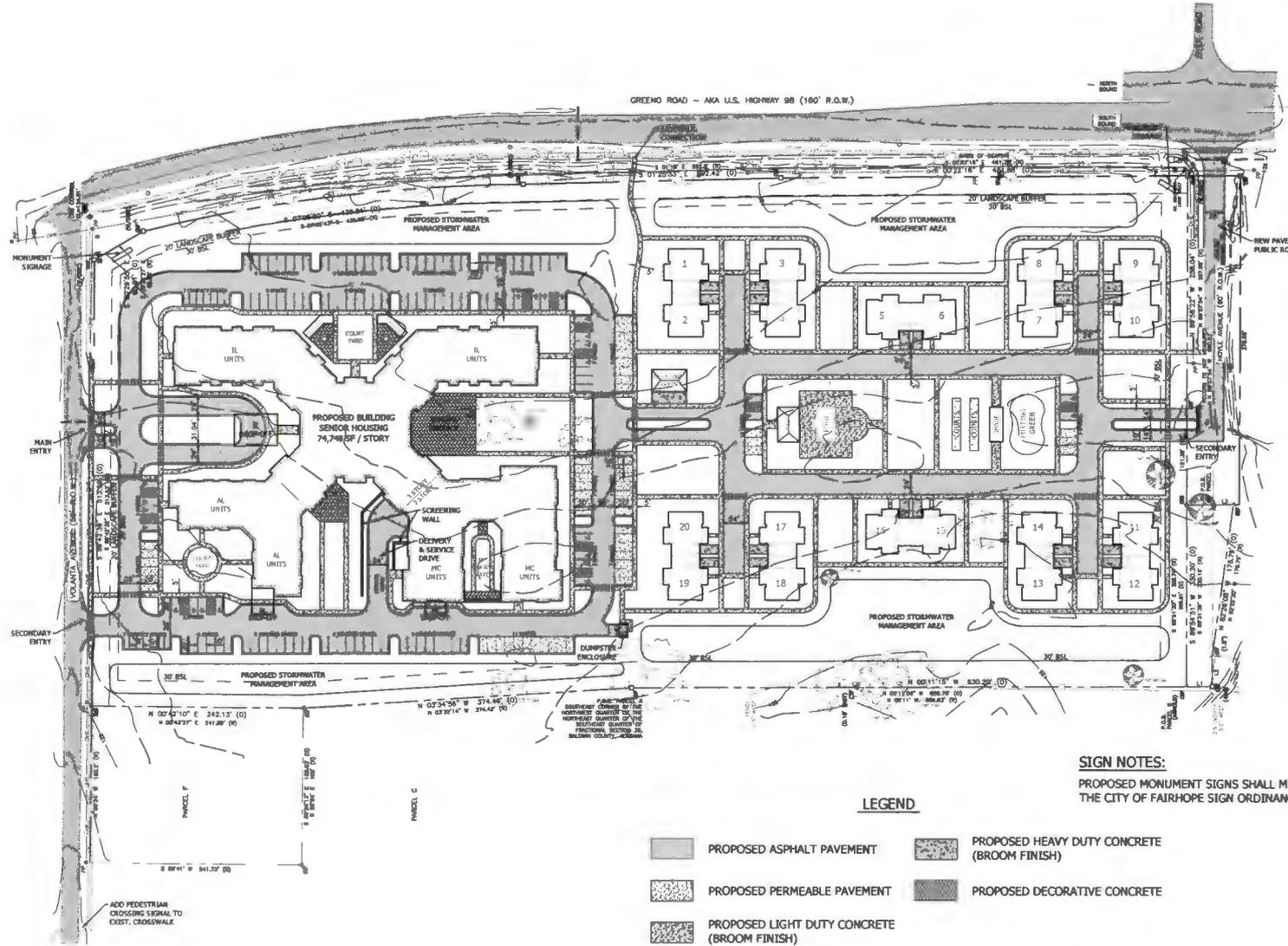
NOT FOR CONSTRUCTION
THESE PLANS HAVE NOT BEEN APPROVED AND ARE SUBJECT TO CHANGE

The Reserve at Fairhope
Fairhope, Alabama

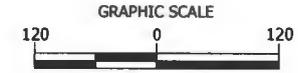
No.	Date	Revised / Submitted
1	08.29.20	CLIENT REVIEW
2	11.02.20	FOR PERMITS
3	11.16.20	FOR SUBMITTAL
4		
5		
6		
7		
8		
9		
10		

LANDSCAPE PLANTING DETAILS

LP500



SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE	
TAX PARCEL ID:	05-46-03-39-0-002,003,001 05-46-03-39-0-002-003,004
PARCEL SIZE:	16.62 AC
EXISTING ZONING:	R-1, LOW DENSITY SINGLE-FAMILY
PROPOSED ZONING:	PLD
PLD ACREAGE:	16.62 AC
<hr/>	
FRONT:	30'
SIDE & STREET SIDE:	30'
REAR:	30'
<hr/>	
BUILDING HEIGHT:	MAX. 3rd FLOOR HEIGHT
BUILDING COVERAGE:	MAX. 26% (3.32 AC)
IMPERY COVERAGE (INC. BLDGS):	MAX. 45% (7.48 AC)
SENIOR HOUSING:	148 TOTAL UNITS = 74,748 SF / STORY
3 STORY - INDEPENDENT LIVING:	84 UNITS (56% OF TOTAL)
3 STORY - ASSISTED LIVING:	32 UNITS (22% OF TOTAL)
1 STORY - MEMORY CARE:	32 UNITS (22% OF TOTAL)
DUPLEX VILLAS:	20 UNITS = 3,250 SF / UNIT (EXCLUDES GARAGE)
NET DENSITY:	148 UNITS / 16.62 AC = 12.6 UNIT/AC
<hr/>	
SENIOR HOUSING VEHICLE PARKING:	1 SPACE / 4 BEDS PLUS 1 SPACE / 4 EMPLOYEES = 174 SPACES (INC. 20 HIC) 148 BEDS = 40 EMPLOYEES = 52 SPACES
VILLAS VEHICLE PARKING:	1 SPACE/UNIT 20 UNITS = 20 SPACES 30 SPACES (INC. 4 HIC)
<hr/>	
SIDEWALK WIDTH:	MIN. 5' WIDTH
PARKING SPACES:	10'x20'
COMPACT PARKING SPACES:	8'x15'
DRIVE ASBLE (SENIOR HOUSING):	20' WIDE
DRIVE ASBLE (DUPLEX):	24' WIDE



CONCEPTUAL SITE PLAN
THE RESERVE AT FAIRHOPE
PLANNED UNIT DEVELOPMENT
GREENO ROAD & VOLANTA AVE
FAIRHOPE, AL

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 Hermitage, LLC generally located on the west side of Blue Island
Avenue between Gayfer Road and Fairhope Avenue, Fairhope, Alabama.

**HERMITAGE COURT PUD
PPIN #: 77742**

Legal Description: (Case number ZC 20.07)

Lot 2, Hermitage Court Unit One, as shown by Map or Plat thereof recorded at Slide
1092-A, Probate Records, Baldwin County, Alabama.

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

Lots: There shall be 8 residential lots.

Use: Lots shall be limited to R-1, Single-Family Residential.

Dimension Standards: Dimensional standards shall follow R-1 requirements, except as
outline below:

Min. Lot Area: 14,000 square feet
Front Setback: 35'

**The property is hereby rezoned from R-1 Single Family Residential District to
Planned Unit Development (PUD).** 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 and approved this 8th day of February, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 8th day of February, 2021.

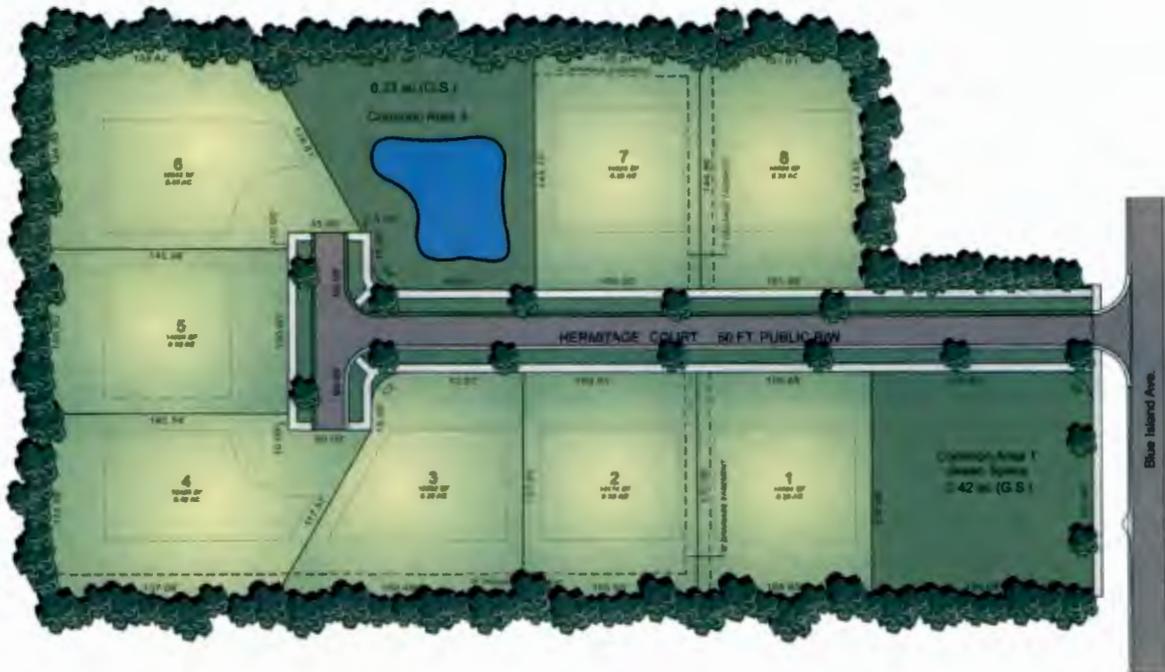
By: _____
Sherry Sullivan, Mayor



Hermitage Court



A Planned Unit Development



Developed by:
68V Paydirt, LLC
29892 Woodrow Lane, Suite 300
Spanish Fort, AL 36527

EXHIBIT B

Site Map



Overall Summary

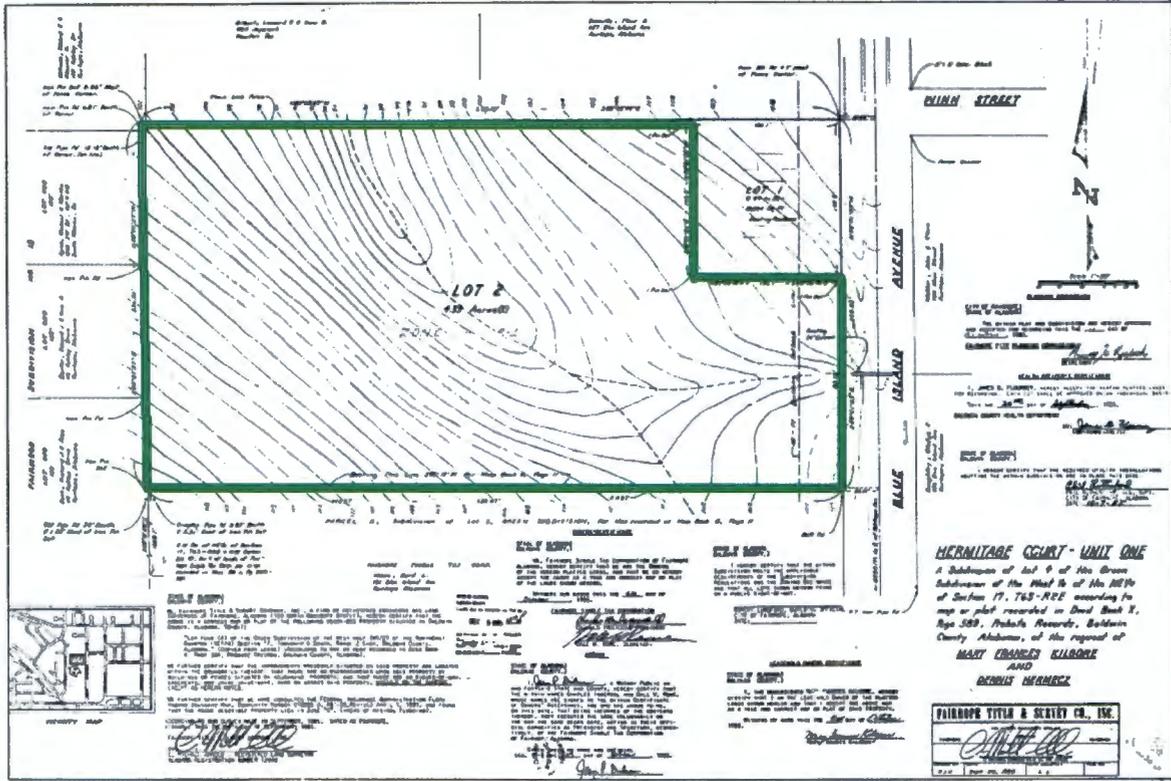
Hermitage Court is a proposed single family residential community located on the west side of Blue Island Street and east of Fairwood Subdivision. It will consist of 8 Lots on 4.40 Acres for a density of 1.8 units per acre, accessed by a proposed standard street that will be dedicated to The City of Fairhope.

EXHIBIT B

Legal Description

The proposed development is a resubdivision of **Lot 2, Hermitage Court Unit One**, as recorded at Slide 1092-A.

1092A



Ownership/Developer

The property is currently owned by:
FST Hermitage LLC
 5420 Battles Wharf Dr
 Fairhope, AL 36532

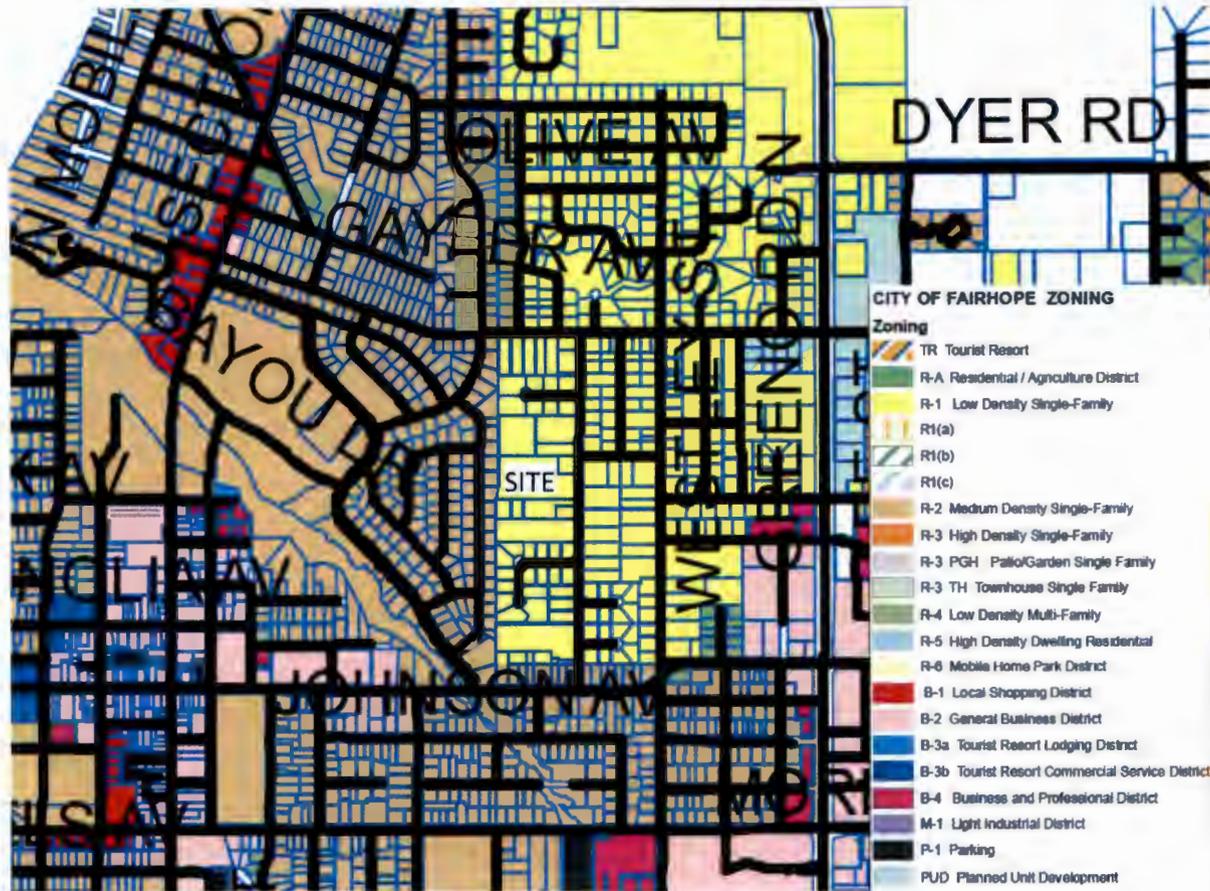
The property is being developed by:
68V Paydirt, LLC
 29892 Woodrow Lane, Suite 300
 Spanish Fort, AL 36527

The property will be conveyed to developer upon approval of Preliminary Plat and Plans.

EXHIBIT B

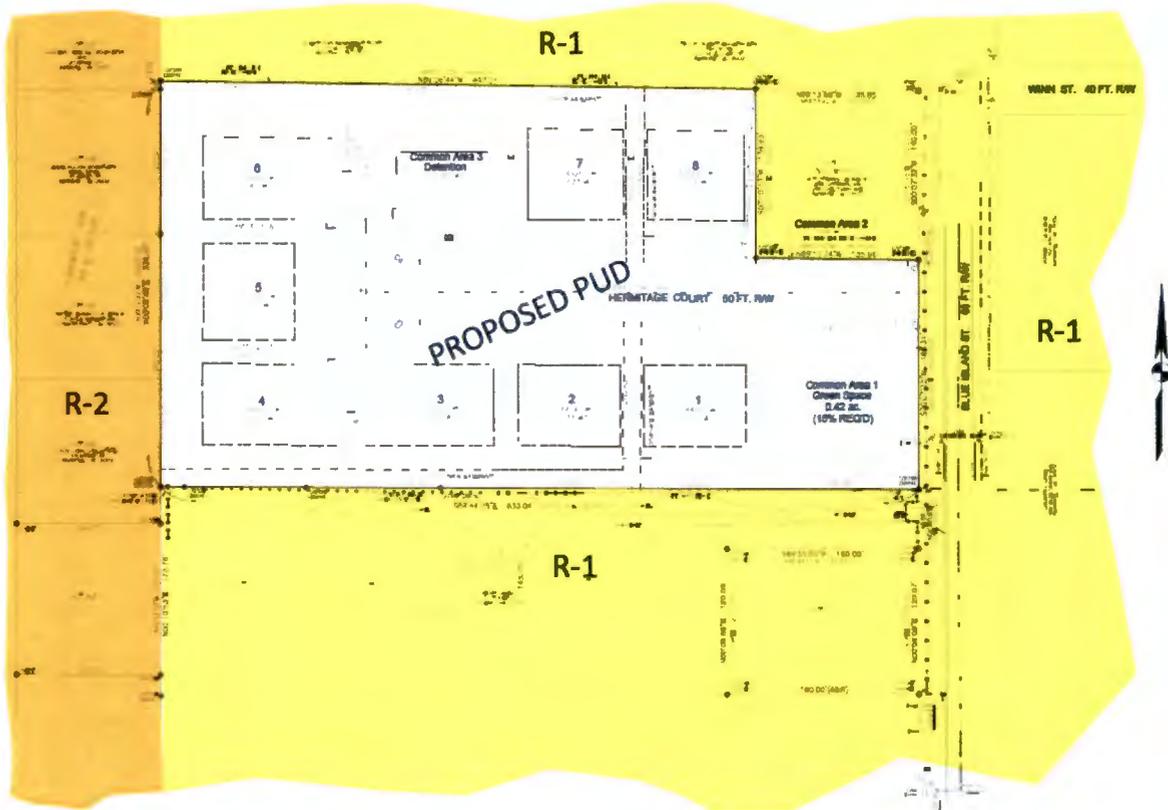
Neighborhood Character

The proposed lots in Hermitage Court are in keeping with surrounding neighborhoods, which are generally R-1 sized lots. The Fairwood Subdivision along our east margin is zoned R-2, with lot sizes slightly smaller than those proposed with our development, the effect of this being that the proposed lots in Hermitage Court are almost identical to the surrounding neighborhoods.



Zoning Map

EXHIBIT B



Property in Relation to Adjoining Properties

Comparison to Underlying R-1 Zoning

Although generally consistent with R-1 zoning, a few modifications to the R-1 requirements are proposed due to the spatial restrictions of the property:

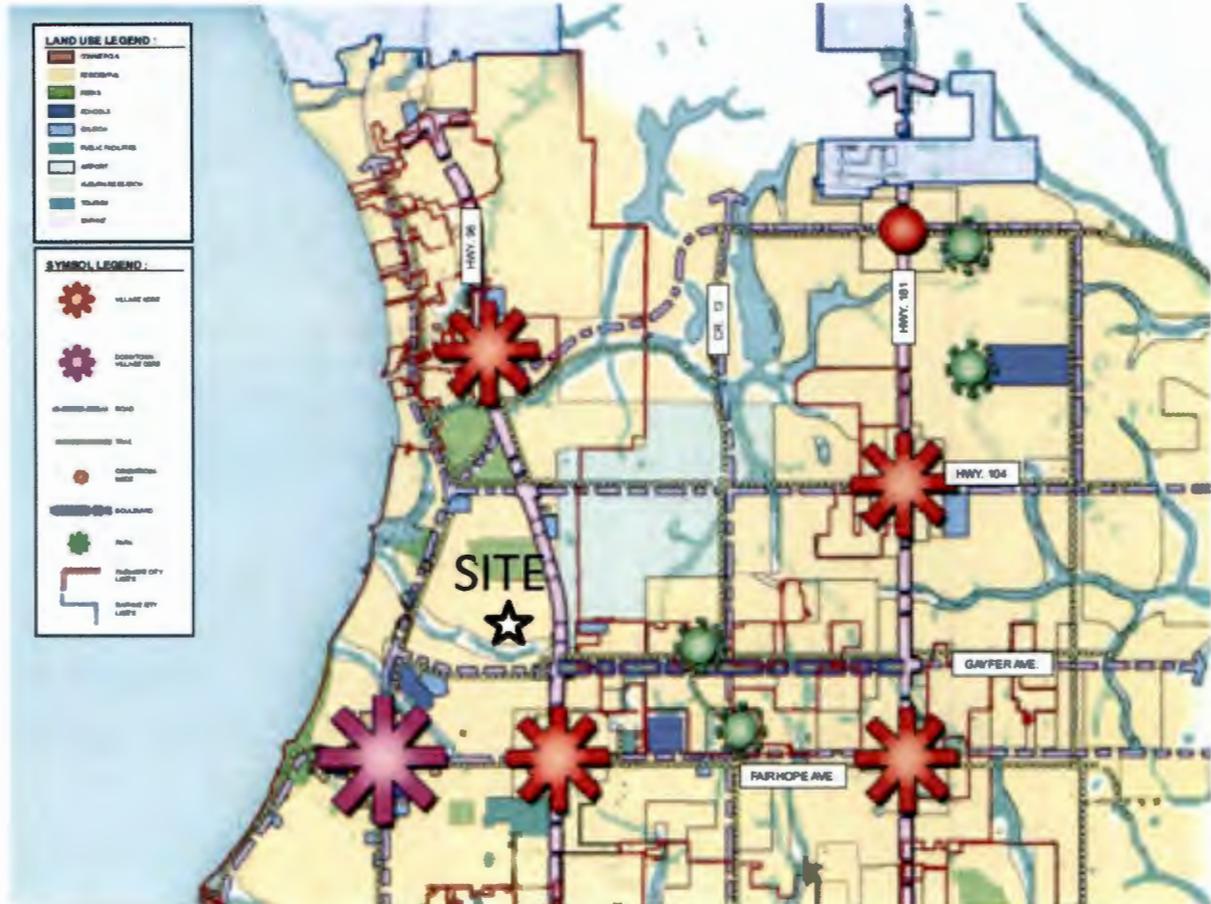
Summary of Comparisons R1 Zoning vs PUD

Requirement	R-1	Proposed
Min. Lot Width	100'	100'
Min. Lot Area	15,000 sf	14,000 sf
Max. Lot Coverage	40%	40%
Max. Bldg. Ht.	30'	30'
Setback-Front	40'	35'
Setback-Rear	35'	35'
Setback-Side	10'	10'
Setback-Streetside	20'	20'

EXHIBIT B

Comprehensive Plan

This property and the surrounding properties are recommended for Single Family Residential use by the Comprehensive Plan. Our development is in harmony with this recommendation.



Comprehensive Plan

Development Timeline

Developer hopes to obtain approvals for Planned Unit Development, and Preliminary Plat by November 2020. With an estimated construction completion time of 5 months, we anticipate build-ready lots by June 2020. The development will be constructed as a single phase. A two to three year build out is projected.

Home Ownership

Homes will be privately owned by individuals with no anticipated leasing. However, should an owner choose to lease their property, a one (1) year minimum lease, in writing, is required. Only residential use is permitted on each property. No commercial activities of any kind whatsoever shall be conducted in any Home, any other building located on a Lot, or any portion of any Lot; provided, however, that (a) an Owner may conduct a business entirely within his Home so long as (i) such business uses only ten percent (10%) of the total square footage of such Home, (ii) such business does not result in

EXHIBIT B

parking of additional vehicles on the Subdivision streets or Common Areas, (iii) such business is secondary to the use of the Lot for residential purposes, (iv) such business shall not violate any applicable zoning ordinances, and (v) such business does not create a nuisance or unreasonably interfere with any other Owner, Home, or Lot, and (b) Builders shall have the right to use a House as a "model home" and to operate a sales office from such model home with the prior written approval of the Architectural Review Committee.

Land Use

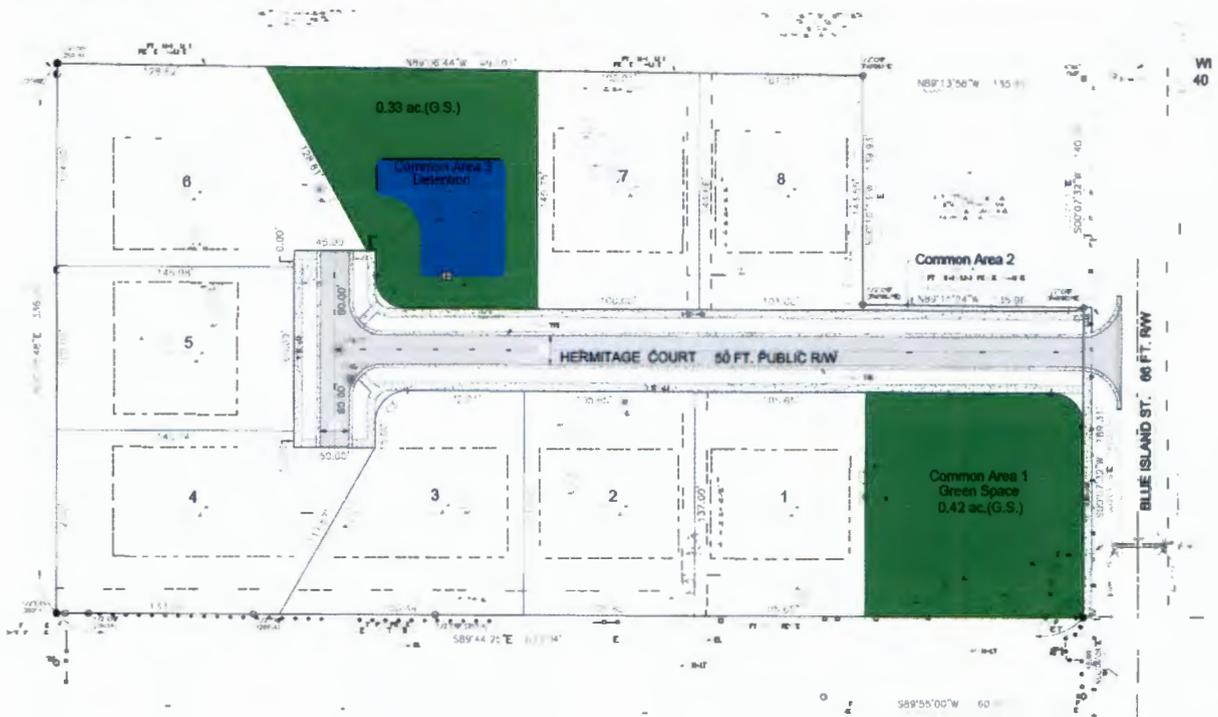
100% of the lots will be privately owned, single family residential. The Common Areas will remain private and will be solely for the use and enjoyment of the Hermitage Court residents. Maintenance of the Common Areas shall be the responsibility of the Home Owners Association. Streets will be constructed to City Standards and will be dedicated to the City upon final inspection and acceptance.

Lots

Lots will range from 14,474 square feet to 19,500 square feet, for an average of 15,760 square feet. All lots will be a minimum of 100 feet wide at the building setback. Building setbacks will be 35 feet on front and rear, and 10 feet on the side lot lines. There are no corner lot setbacks on our plan.

Greenspace

The site will have 0.76 acres of greenspace, or 17% of total site. This exceeds the 15 % required based on Greenspace Density Calculations as shown on our PUD plan.



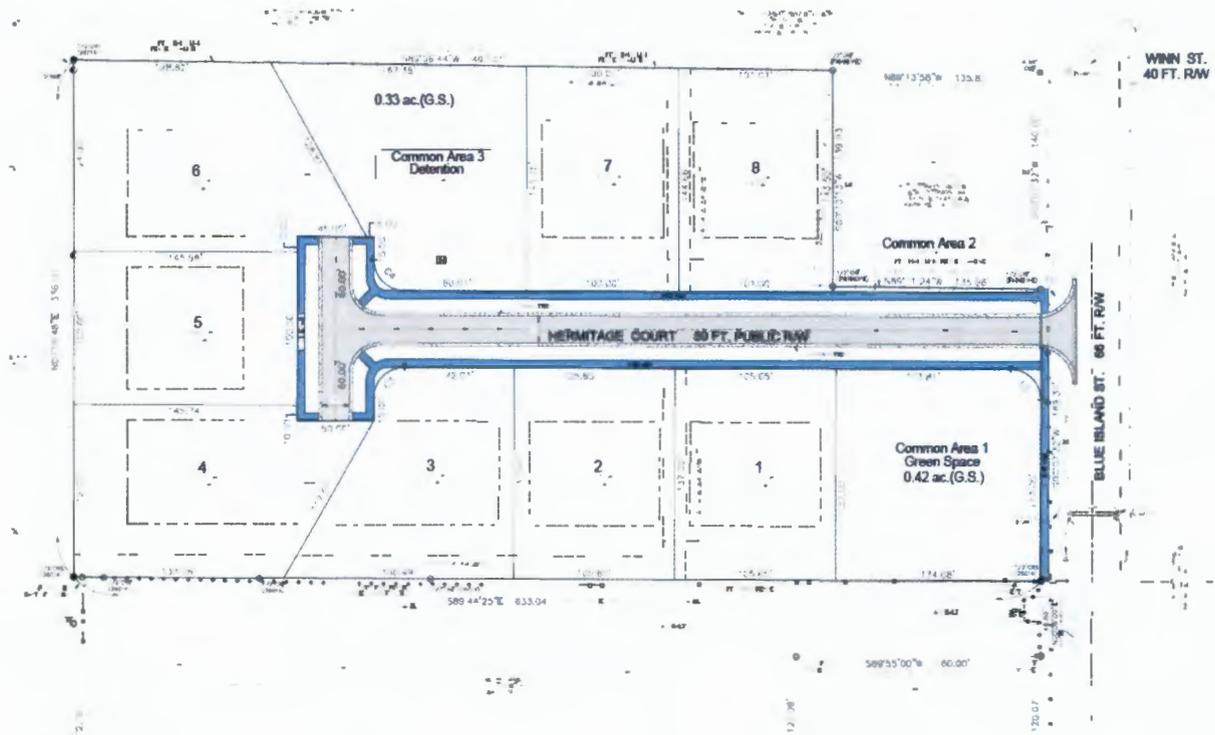
Utilities

Water, Sewer and Electrical service will be provided by the City of Fairhope. AT&T will provide telecommunications.

EXHIBIT B

Pedestrian Circulation

Sidewalks will be constructed on both sides of streets, running along the front of all lots and common areas, providing full circulation for pedestrians.



Lighting

Streetlights will be standard Acorn style lights at 75 foot spacing along sidewalks.

Accessory Structures / Equipment

Accessory structures will be permitted as per standard R-1 regulations regarding location, percentage of coverage, and setbacks from property lines. Exterior AC units and generators (if elected) will be screened from street by landscaping.

Fencing

Fencing will not be constructed will initial construction. Individual Owners may elect to install fencing. Walls or fences constructed or erected on any Lot shall be of ornamental iron, wood, black painted metal or masonry construction. No wall or fence shall be constructed from the front property line to the rear corners of the House. No fences may be constructed without the prior written approval of the Architectural Control Committee

Parking

Parking will be provided for each residence with construction of the homes. A minimum of 3 spaces shall be provided for each residence including driveways and garages.

EXHIBIT B

Houses

Maximum building height will be 30 feet as per standard City of Fairhope requirements. Maximum lot coverage by principal structure will be 40% in keeping with R-1 zoning. Sample house plans and elevations are included to provide an overall sense of the quality of the homes proposed. These house plans, elevations, and materials may be slightly modified to ensure uniqueness of each home in the neighborhood. Exterior materials will consist of brick, hardie board, wood and vinyl eaves. Driveways will be concrete with pavers or concrete stamping permitted for detail and enhancement. Minimum house size will be 2,400 square feet with a 2 car garage as outlined in the attached Draft covenants.

EXHIBIT B

APPENDIX A

SAMPLE HOUSE PLANS

EXHIBIT B

The Brentwood

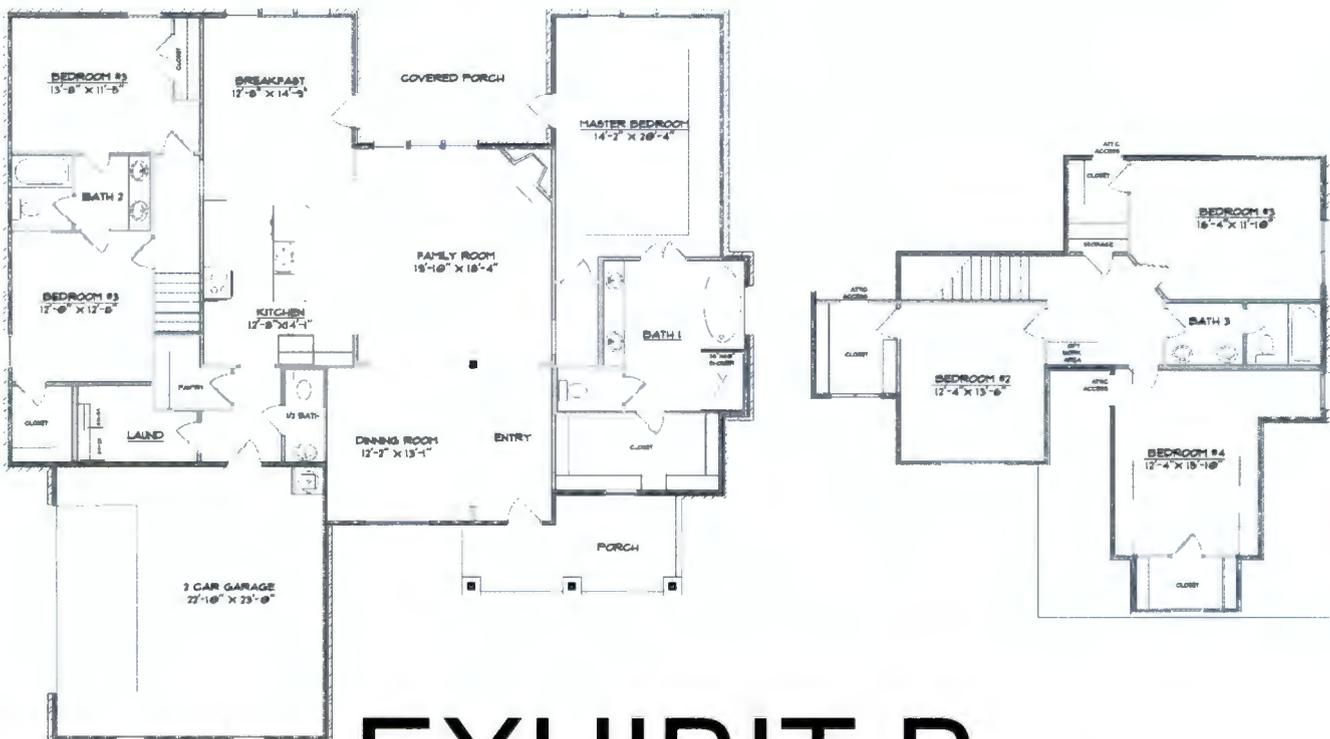


EXHIBIT B

The Chelsea

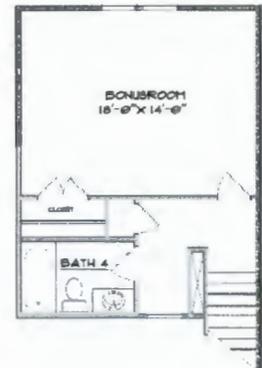
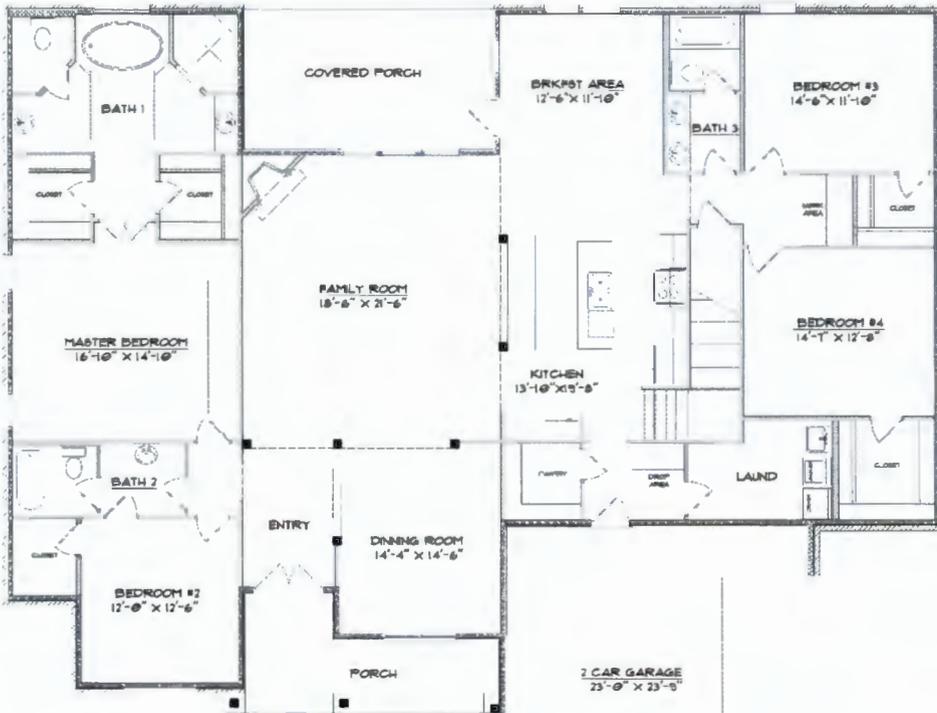


EXHIBIT B

The Hampton

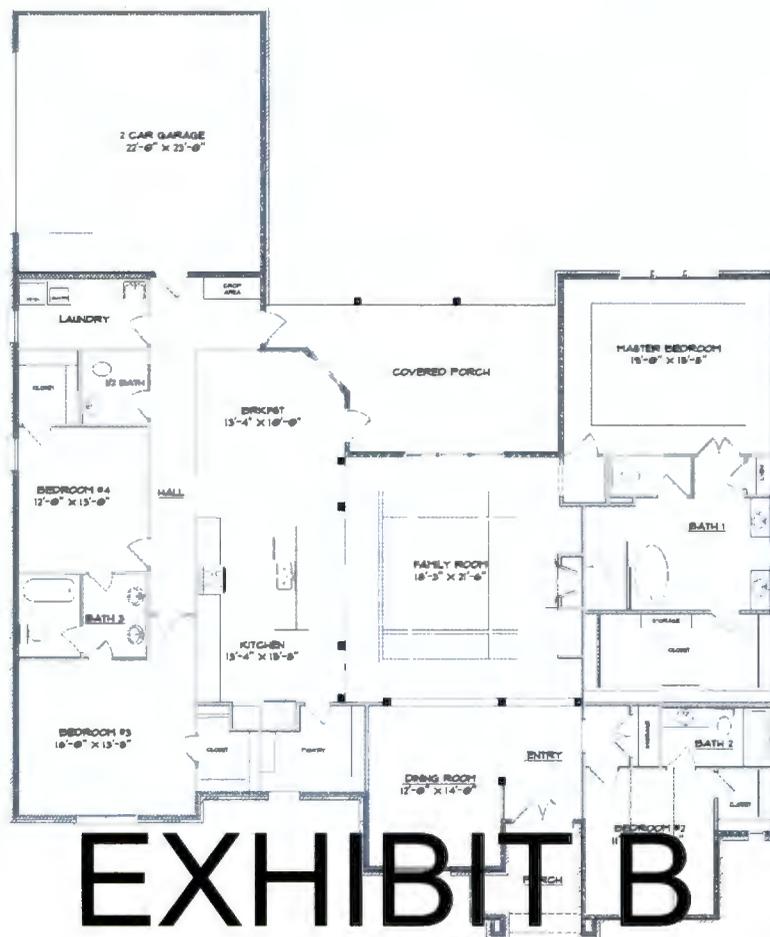


EXHIBIT B

The Savannah

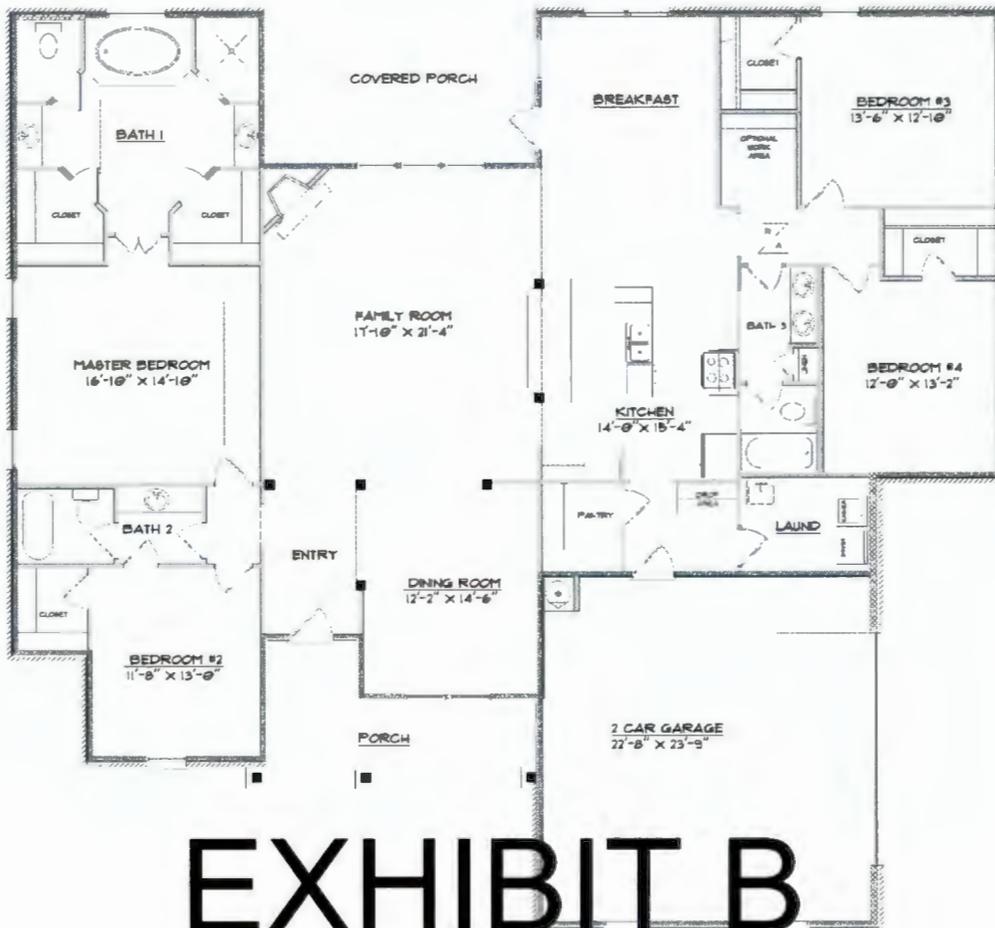


EXHIBIT B

The Youngstown

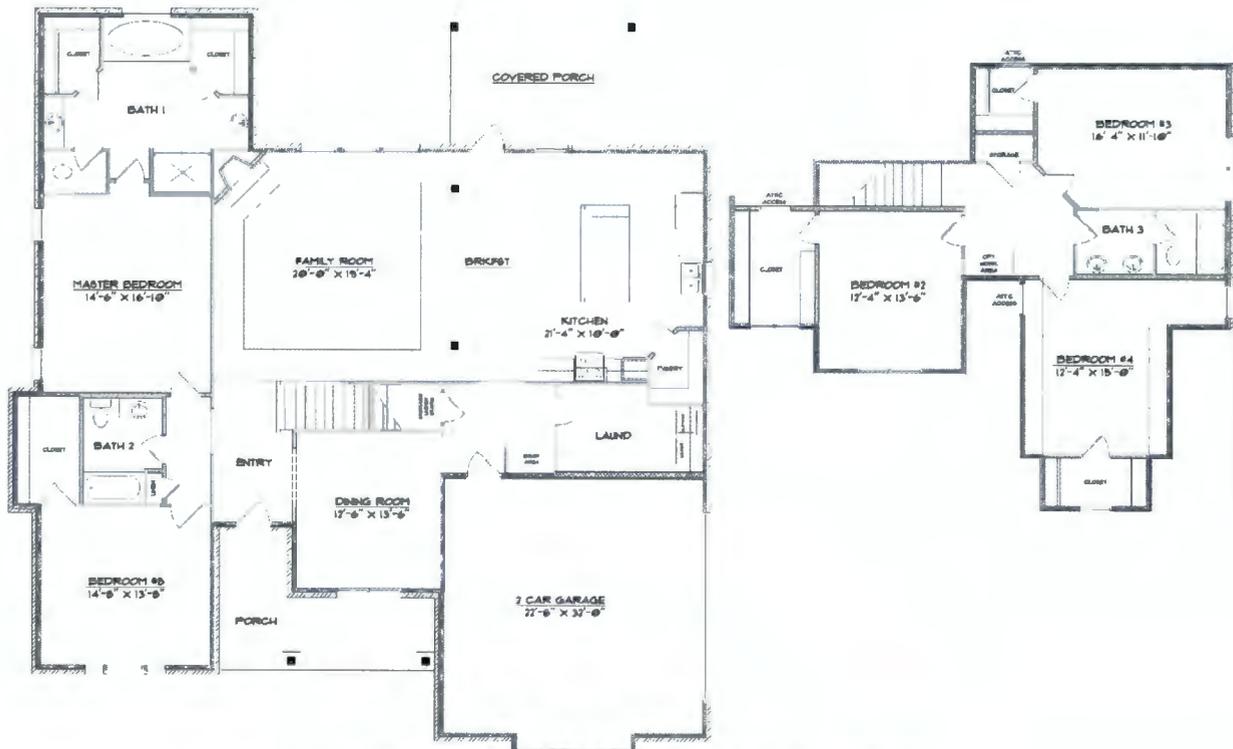


EXHIBIT B

APPENDIX B

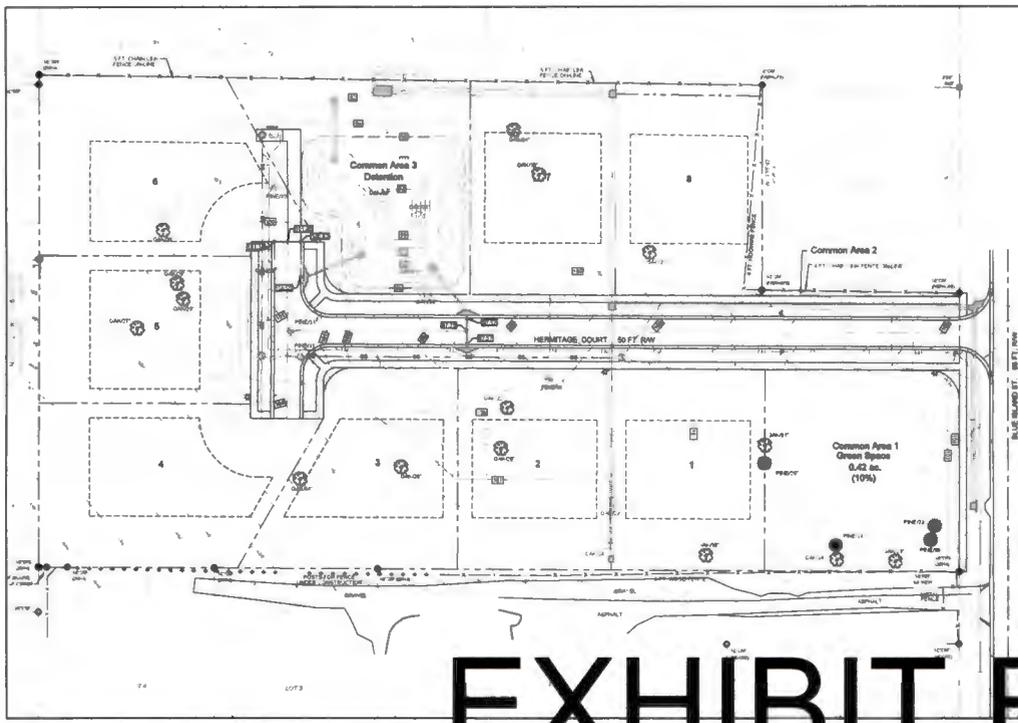
LANDSCAPE & TREE PROTECTION PLAN

EXHIBIT B



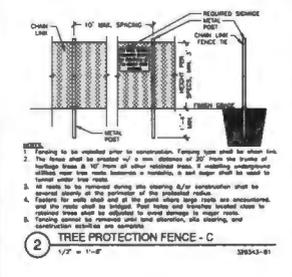
NOT FOR CONSTRUCTION
 THESE PLANS HAVE NOT BEEN APPROVED
 BY THE ENGINEER, ARCHITECT
 AND ARE SUBJECT TO CHANGE.

A Landscape Development Plan for
Blue Island
 Fairhope, Alabama



TREE PRESERVATION OPERATIONS - 1/2 in. 3/8 in. 3/4 in.

Tree Type	To Be Preserved	To Be Removed
1" DBH	1	0
2" DBH	1	0
3" DBH	1	0
4" DBH	1	0
5" DBH	1	0
6" DBH	1	0
7" DBH	1	0
8" DBH	1	0
9" DBH	1	0
10" DBH	1	0
11" DBH	1	0
12" DBH	1	0
13" DBH	1	0
14" DBH	1	0
15" DBH	1	0
16" DBH	1	0
17" DBH	1	0
18" DBH	1	0
19" DBH	1	0
20" DBH	1	0
21" DBH	1	0
22" DBH	1	0
23" DBH	1	0
24" DBH	1	0
25" DBH	1	0
26" DBH	1	0
27" DBH	1	0
28" DBH	1	0
29" DBH	1	0
30" DBH	1	0
31" DBH	1	0
32" DBH	1	0
33" DBH	1	0
34" DBH	1	0
35" DBH	1	0
36" DBH	1	0
37" DBH	1	0
38" DBH	1	0
39" DBH	1	0
40" DBH	1	0
41" DBH	1	0
42" DBH	1	0
43" DBH	1	0
44" DBH	1	0
45" DBH	1	0
46" DBH	1	0
47" DBH	1	0
48" DBH	1	0
49" DBH	1	0
50" DBH	1	0



TREE PRESERVATION NOTES

1. Fencing to be installed prior to construction. Fencing line shall be shown on plan.
2. The fence shall be erected at a min. distance of 30' from the trunk of heritage trees & 10' from all other retained trees. If existing underground utilities exist near trees, basements or foundations, a soil danger shall be noted to locate other tree roots.
3. All trees to be removed during site clearing &/or construction shall be removed entirely at the perimeter of the protected radius.
4. Fencing for utility lines and all the points where large roots are protrusions, and any trees shall be installed. All trees and shrubs located close to retained trees shall be installed to avoid damage to major roots.
5. Fencing cannot be removed until trees absolutely site clearing and construction activities are complete.

TREE PROTECTION FENCE - C
 1/2" = 1'-0"

EXHIBIT B

1 TREE PRESERVATION & REMOVAL PLAN
 Scale: 1/4" = 1'-0"

DATE	10/27/10	DESIGNED BY	J. W. BERRY
SCALE	AS SHOWN	CHECKED BY	J. W. BERRY
DATE	08/22/10	DATE	08/22/10
SCALE	AS SHOWN	SCALE	AS SHOWN

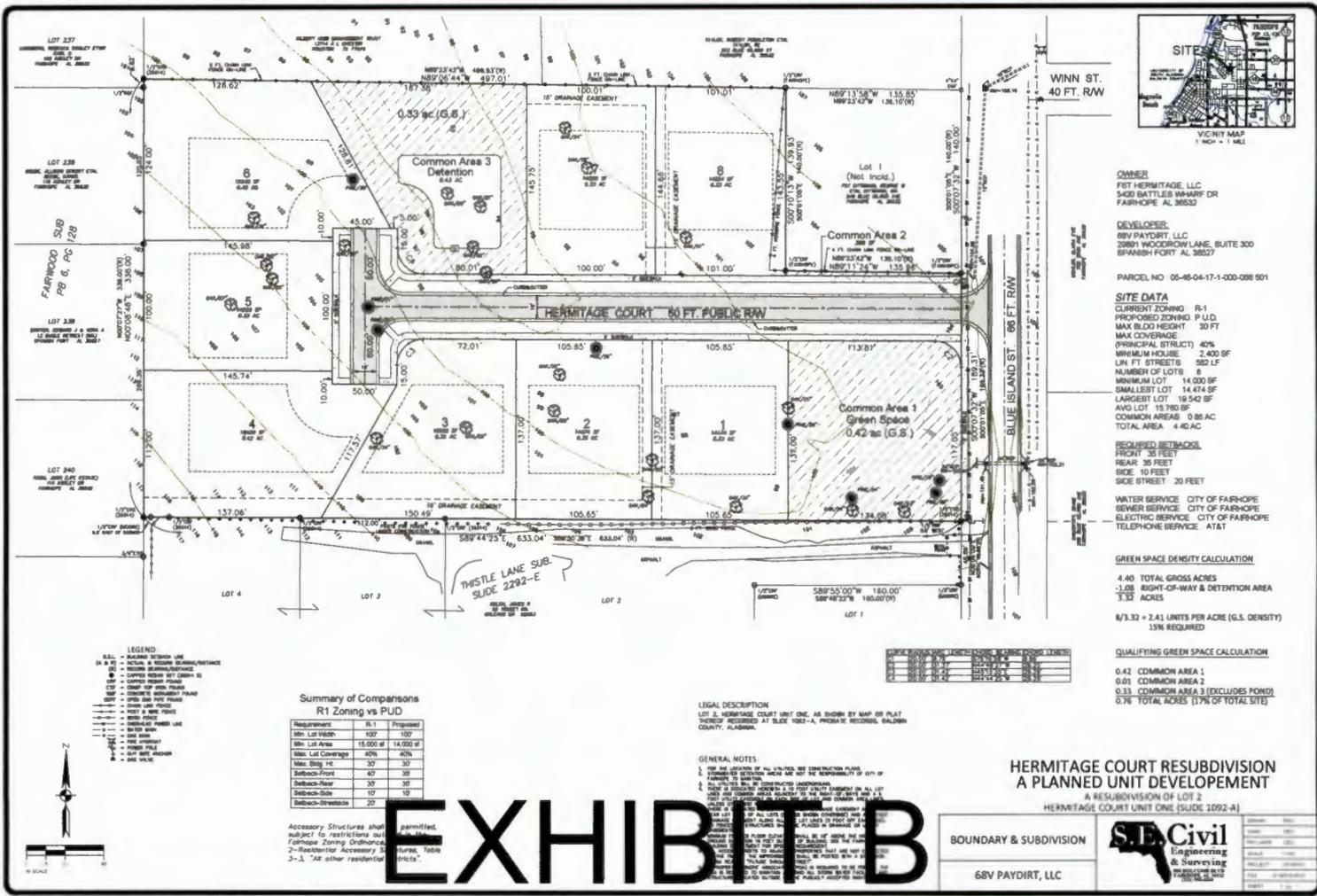
TREE PRESERVATION & REMOVAL PLAN

TP200

APPENDIX C

PUD MASTER PLAN

EXHIBIT B



OWNER
 FBT HERMITAGE, LLC
 3402 BATTLES WHARF DR
 FAIRHOPE, AL 36527

DEVELOPER:
 8SV PAYDIRT, LLC
 2087 WOODROW LANE, SUITE 300
 SPANISH FORT AL 36527

PARCEL NO 06-65-04-17-1-000-088 501

SITE DATA
 CURRENT ZONING: R-1
 PROPOSED ZONING: P.U.D.
 MAX BLDG HEIGHT: 30 FT
 MAX COVERAGE (PRINCIPAL STRUCT): 40%
 MINIMUM HOUSE: 2,400 SF
 LVI FT STREETS: 382 LF
 NUMBER OF LOTS: 8
 MINIMUM LOT: 14,000 SF
 SMALLEST LOT: 14,474 SF
 LARGEST LOT: 19,542 SF
 AVG LOT: 15,785 SF
 COMMON AREAS: 0.86 AC
 TOTAL AREA: 4.40 AC

REQUIRED SETBACKS:
 FRONT: 35 FEET
 REAR: 35 FEET
 SIDE: 10 FEET
 SIDE STREET: 20 FEET

WATER SERVICE: CITY OF FAIRHOPE
SEWER SERVICE: CITY OF FAIRHOPE
ELECTRIC SERVICE: CITY OF FAIRHOPE
TELEPHONE SERVICE: AT&T

GREEN SPACE DENSITY CALCULATION
 4.40 TOTAL GROSS ACRES
 -1.08 RIGHT-OF-WAY & DETENTION AREA
 =3.32 ACRES

87.32 = 2.41 UNITS PER ACRE (G.S. DENSITY)
 15% REQUIRED

QUALIFYING GREEN SPACE CALCULATION
 0.42 COMMON AREA 1
 0.01 COMMON AREA 2
 0.33 COMMON AREA 3 (EXCLUDES POND)
 0.76 TOTAL ACRES (17% OF TOTAL SITE)

Summary of Comparisons
 R1 Zoning vs PUD

Requirement	R-1	Proposed
Min. Lot Width	100'	100'
Min. Lot Area	15,000 sf	14,000 sf
Max. Lot Coverage	40%	40%
Max. Bldg Ft.	30'	30'
Setback-Front	40'	35'
Setback-Rear	35'	35'
Setback-Side	10'	10'
Setback-Street	20'	20'

Accessory Structures shall be permitted, subject to restrictions set forth in the Fairhope Zoning Ordinance. 2-Residential Accessory Structures, Table 2-3. All other residential structures are prohibited.

LEGAL DESCRIPTION
 LOT 2, HERMITAGE COURT UNIT ONE, AS SHOWN BY MAP OR PLAT HEREON RECORDED AT SLIDE 1092-4, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

GENERAL NOTES
 1. SEE THE LOCATIONS OF ALL UTILITIES AND CONSTRUCTION PLANS. EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CITY OF FAIRHOPE.
 2. ALL UTILITIES SHALL BE CONSTRUCTED ACCORDING TO THE CITY OF FAIRHOPE STANDARDS. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 3. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 4. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
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 6. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 7. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 8. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 9. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 10. ALL UTILITIES SHALL BE CONSTRUCTED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.

**HERMITAGE COURT RESUBDIVISION
 A PLANNED UNIT DEVELOPMENT**
 A RESUBDIVISION OF LOT 2
 HERMITAGE COURT UNIT ONE (SLIDE 1092-4)

BOUNDARY & SUBDIVISION
 8SV PAYDIRT, LLC



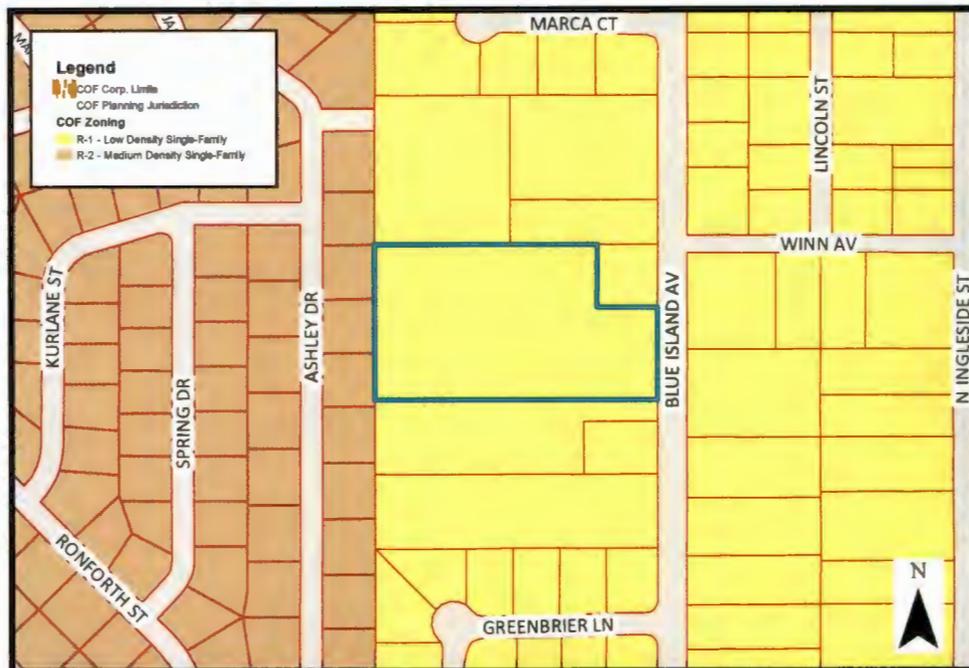
EXHIBIT B

City of Fairhope Planning Commission

November 5, 2020



ZC 20.07 - Hermitage Court PUD



Project Name:

Hermitage Court PUD

Site Data:

8 Lots/4.4 Acres/1.81 Units Per Acre

Project Type:

Residential PUD

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

Currently R-1

PPIN Number:

77742

General Location:

West side of Blue Island Ave 1/4 mile south of Gayfer Ave

Surveyor of Record:

David Diehl, S.E. Civil

Engineer of Record:

Larry Smith, S.E. Civil

Owner / Developer:

Hermitage LLC/68V Paydirt

School District:

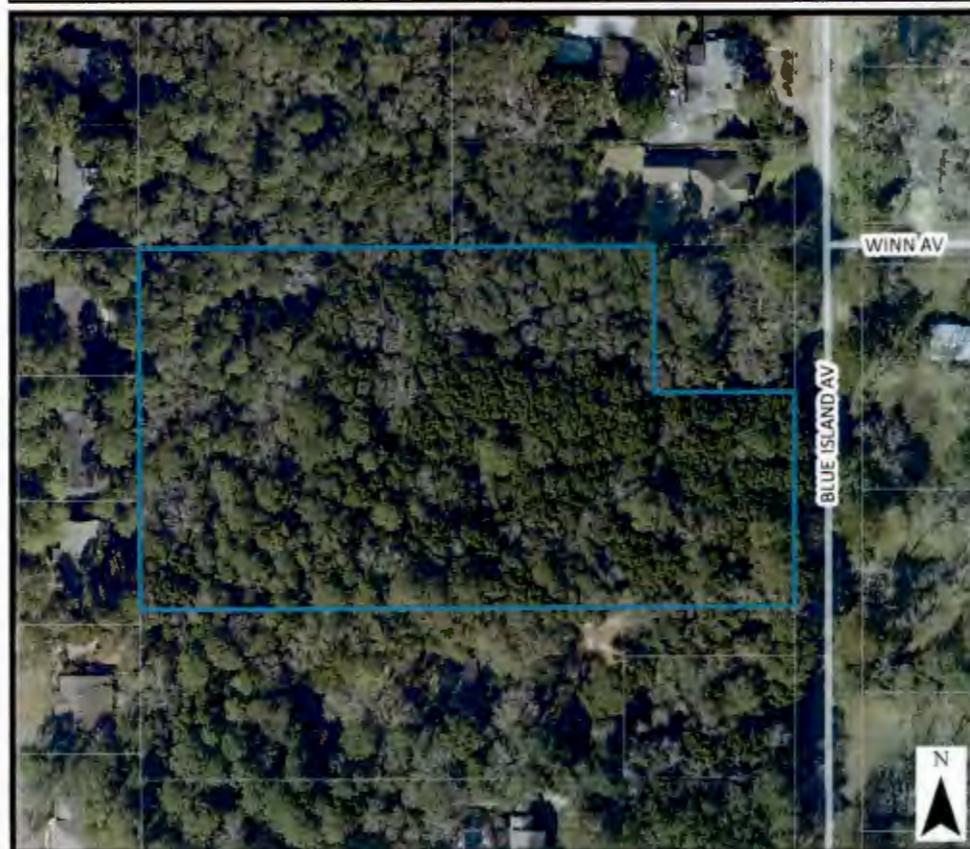
Fairhope West, Middle, and High School

Recommendation:

Approve with Conditions

Prepared by:

Hunter Simmons



Summary of Request:

The applicant is requesting to rezone the subject property from R-1, Single Family Residential District to PUD, Planned Unit Development. The property is approximately 4.4 acres and is located on the west side of Blue Island Ave 1/4 mile south of Gayfer Ave.

In 2019, a complementary subdivision case was submitted, but was tabled at the applicant's request. Concerns within the subdivision case included, in part, drainage concerns, greenspace, and undersized ROWs. This PUD closely mimics the original proposal, but also addresses concerns raised during the original subdivision case.

The applicant's summary of the project is provided below:

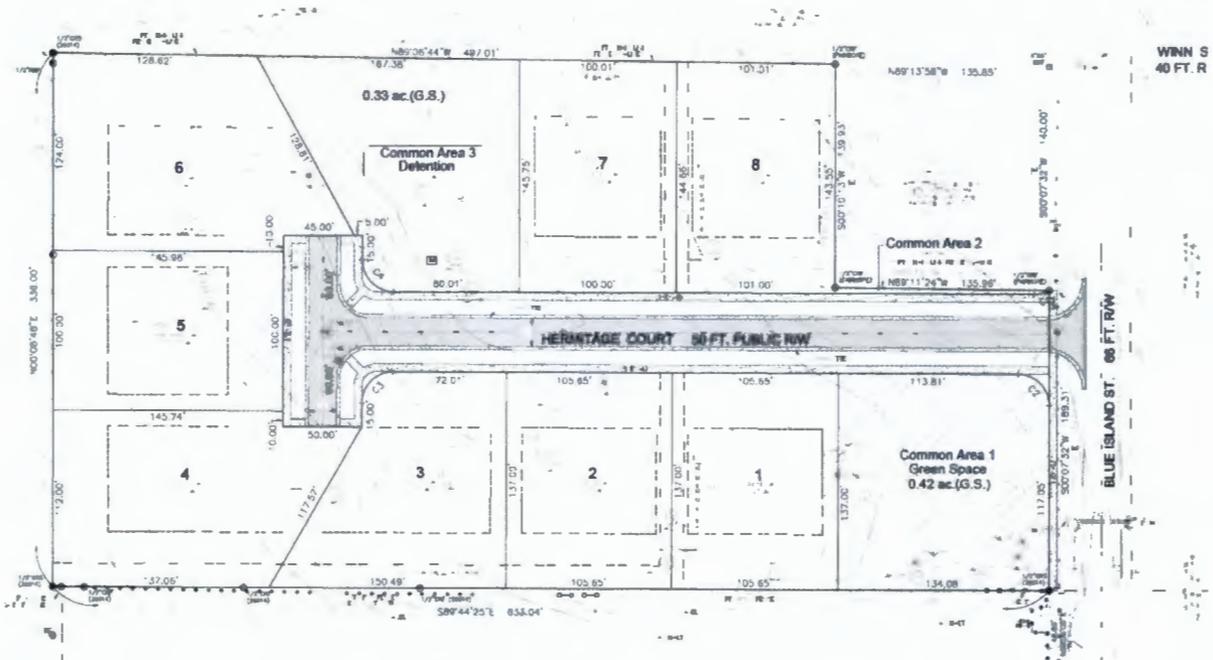
Overall Summary

Hermitage Court is a proposed single family residential community located on the west side of Blue Island Street and east of Fairwood Subdivision. It will consist of 8 Lots on 4.40 Acres for a density of 1.8 units per acre, accessed by a proposed standard street that will be dedicated to The City of Fairhope.

Comments:

This is the first request for PUD zoning since our zoning code was amended to require a Master Development Plan. Whereas historical PUDs often only included a site plan, the Master Development Plan includes a multitude of documents, all of which will be codified if approved. Consequently, all information provided in the Master Development Plan is subject to review by the Planning Commission and/or the City Council, who may require amendments as desired.

The site plan below illustrates the proposed development and is included within the Master Development Plan.



The lots proposed in this PUD closely mimic R-1 zoning. The table below was provided by the applicant, and compares R-1 dimensional standards and those proposed within their PUD application.

Summary of Comparisons R1 Zoning vs PUD

Requirement	R-1	Proposed
Min. Lot Width	100'	100'
Min. Lot Area	15,000 sf	14,000 sf
Max. Lot Coverage	40%	40%
Max. Bldg. Ht.	30'	30'
Setback-Front	40'	35'
Setback-Rear	35'	35'
Setback-Side	10'	10'
Setback-Streetside	20'	20'

Whereas the minimum lot area of R-1 zoning is 15,000, the smallest proposed lot is 14,474 and the largest is 19,542; the average lot size is 15,760. In addition, the proposed front setback is 35', as opposed to the standard 40' front setback for R-1 zoning. All other development criteria appear to meet the standards of R-1 zoning.

There does appear to be one minor clerical error that can be corrected via a condition of approval – the maximum lot coverage of 40% applies to all buildings, not just the principle building. The table above reads correctly, but the Site Data table on the site plan reads as below.

SITE DATA
 CURRENT ZONING: R-1
 PROPOSED ZONING: P.U.D.
 MAX BLDG HEIGHT: 30 FT
 MAX COVERAGE:
 (PRINCIPAL STRUCT) 40%
 MINIMUM HOUSE: 2,400 SF
 LIN. FT. STREETS: 582 LF
 NUMBER OF LOTS: 8

40% maximum lot coverage includes all buildings, not just the principle structure. The site plan needs to be amended to reflect current code.

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

(1) Compliance with the Comprehensive Plan;

Response:

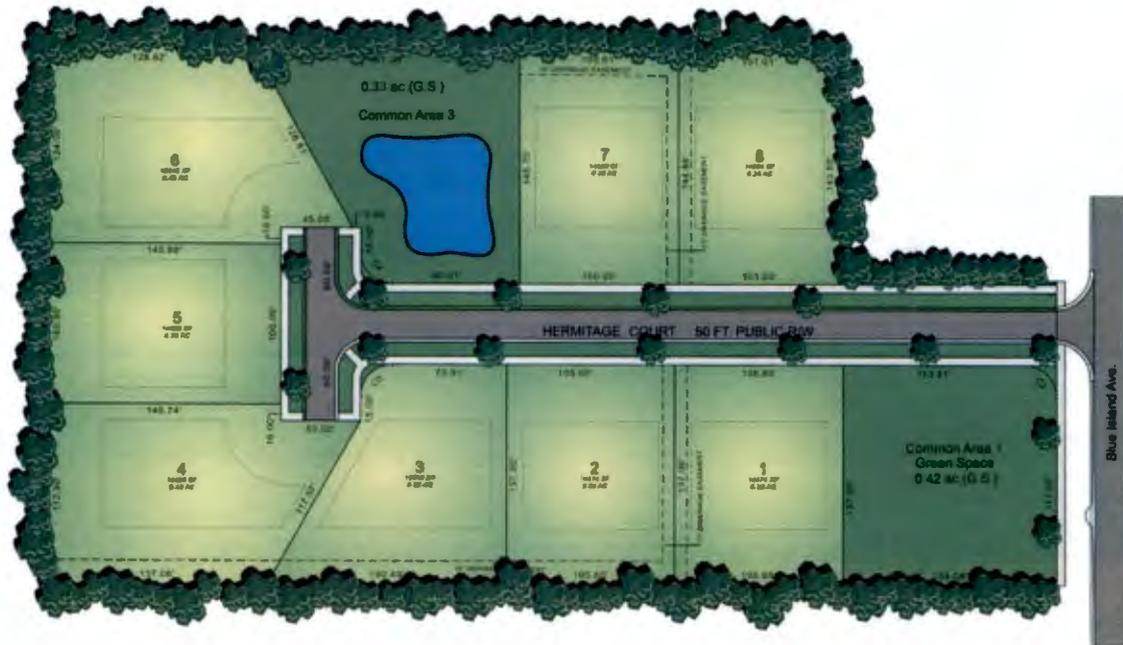
The requested zoning is a PUD which is intended to encourage innovative development that meets the comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. While the subject property is geographically adjacent to R-2 zoned property to the west, there is no access to R-2

property. All surrounding properties on Blue Island Ave are zoned R-1. The proposed lots closely, but not exactly, mimic R-1 zoning. Nothing within the proposed development contradicts the comprehensive plan.

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

Response:

The purpose of the PUD District is intended to encourage opportunities for development innovation tailored to a particular site, which while clearly furthering the goals of the comprehensive plan, could not explicitly be established by generally applicable standards or guidelines. The proposed lots generally meet the criteria of R-1 sized lots, but also provide dedicated open space, sidewalks, adequate R.O.W.'s, as well as engineered drainage plans.



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

Response: The surrounding properties accessible from Blue Island Ave are all R-1 Single Family Residential. The applicant is proposing a minimum house size of 2,400 s.f. The description of houses, as well as proposed sample house plans are shown below, as submitted by the applicant.

Houses

Maximum building height will be 30 feet as per standard City of Fairhope requirements. Maximum lot coverage by principal structure will be 40% in keeping with R-1 zoning. Sample house plans and elevations are included to provide an overall sense of the quality of the homes proposed. These house plans, elevations, and materials may be slightly modified to ensure uniqueness of each home in the neighborhood. Exterior materials will consist of brick, hardie board, wood and vinyl eaves. Driveways will be concrete with pavers or concrete stamping permitted for detail and enhancement. Minimum house size will be 2,400 square feet with a 2 car garage as outlined in the attached Draft covenants.

The Brentwood



The Chelsea



The Hampton



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

Response: Fairhope Utilities are readily available and upsizing or improvement needs would be reviewed during the subdivision process.

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

Response: The existing property is undeveloped. As such, many public comments reflect a desire to keep the land undeveloped. However, the property is, and has been for many years, zoned R-1: Single-Family Residential Zoning and any owner has a right to develop the property as such.

The subject property receives a large amount of drainage from upstream sites. The EOR states that post-development flow is less than or equal to pre-development flow. Details will be reviewed during the subdivision process.

(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: Staff does not anticipate any significant issues relating to these criteria. A traffic study shall be required for all applications that will generate an average daily traffic (ADT) count of 1,000 trips or more, or which will generate 50 trips or more during any peak hour period.

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

Response: Staff does not anticipate any significant issues relating to these criteria.

Recommendation:

Staff recommends Case: ZC 20.07 Hermitage PUD from R-1 to PUD be **Approved with the following conditions:**

1. Remove "Principle Struct" from the maximum lot coverage portion of the Site Data table.
2. A final (not Draft) copy of the Declaration of Covenants, will be included in the Master Development Plan as Appendix D.

ORDINANCE NO. ____

WHEREAS, **CLAY G. SPENCER, LEE R. SPENCER, and FAIRHOPE SINGLE TAX CORPORATION**, the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

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

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

Property is located at 20657 Northwood Drive, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-06-14-0-000-001.813

Lot eleven (11), River Station Subdivision, Phase one (1), as shown on map or plat thereof recorded on Slide 2127 F, and amended and re-recorded on Slide 2134-A, lands of the Fairhope Single Tax Corporation lying in Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.

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

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

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

Adopted and approved this 8th day of February, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 8th day of February, 2021.

By: _____
Sherry Sullivan, Mayor

U.S JUSTICE DEPARTMENT INFORMATION

Size of property (acres or square feet) 75' x 141.7'

If property is occupied, give number of housing units 1

Number of Persons residing in each unit, and their race 2 caucasian

If property is unoccupied, give proposed use _____

If property is being developed as a subdivision, give subdivision name
RIVER STATION

Number of lots within proposed subdivision _____

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

Given under my Hand and Seal this 14th day of December 2020,

(Seal)

Pamela Cox Hill
Notary Public

My commission expires November 2, 2022

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

Given under my Hand and Seal this 14th day of December 2020,

(Seal)

Pamela Cox Hill
Notary Public

My commission expires November 2, 2022

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

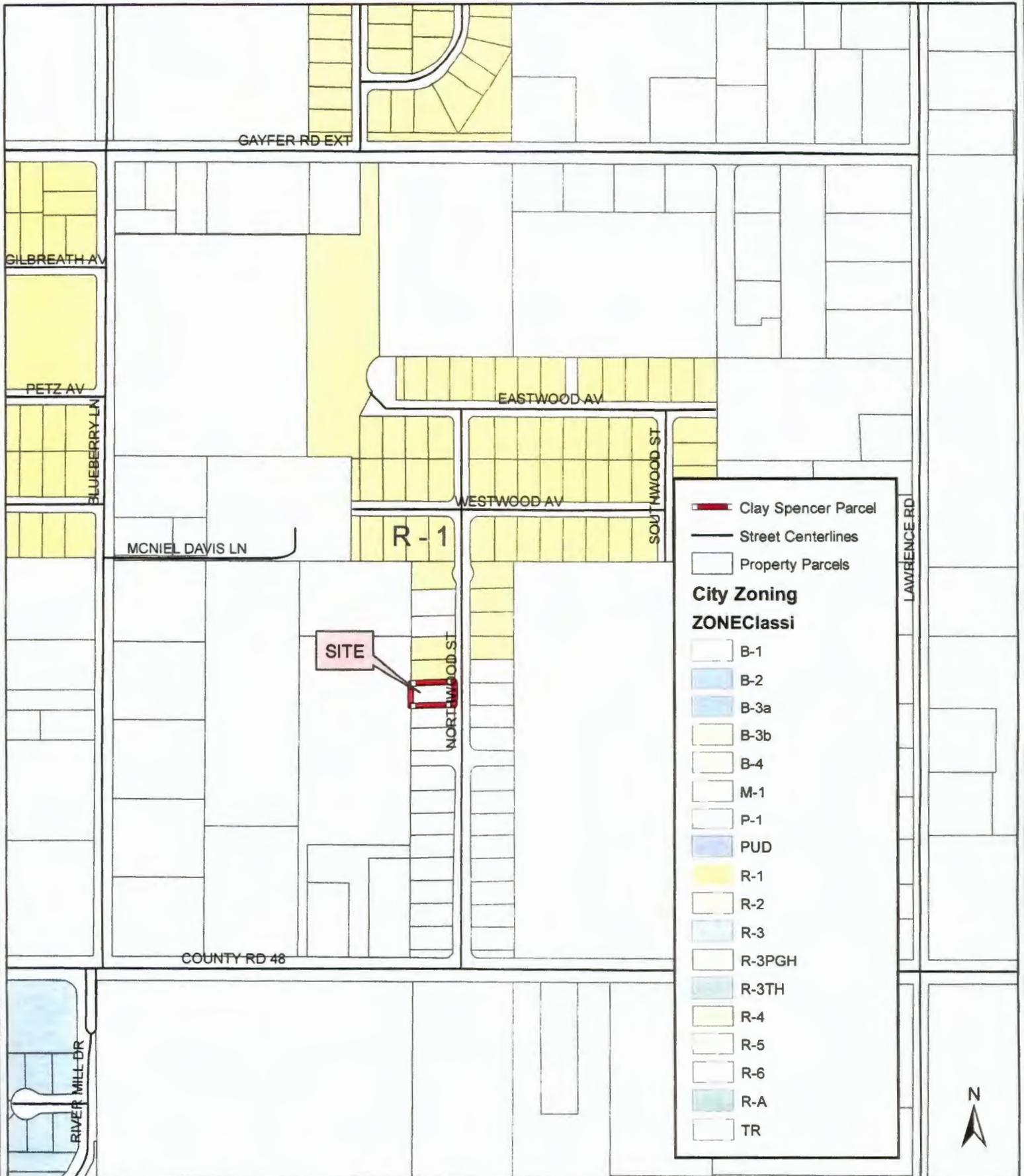
Given under my Hand and Seal this 14th day of December 2020,

(Seal)

Pamela Cox Hill
Notary Public

My commission expires November 2, 2022

PETITION FOR ANNEXATION: SPENCER



The Parcel 46-06-14-0-000-001.813 is contiguous to City of Fairhope property by the parcel to the north.

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE ANNEXATION OF
TERRITORY WITHIN THE CITY LIMITS OF THE
CITY OF FAIRHOPE, ALABAMA
(BALDWIN COUNTY COMMISSION)**

WHEREAS, Parker Road from US Hwy 98 easterly approximately 1,373 feet to the end of County maintenance, (hereinafter “Parker Road”), is a road or road segment inside the limit of the City of Fairhope; and

WHEREAS, an accurate description of Parker Road, together with a map thereof showing their relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, those portions of Parker Road that are not already the responsibility of the City of Fairhope have been County-maintained streets for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, the character and nature of Parker Road varies, as certain portions are either (i) maintained by the City of Fairhope, (ii) bounded on both sides by the corporate limits of the City of Fairhope as a result of annexation of territory after July 7, 1995, (iii) bounded on one side by the corporate limits of Fairhope, or (iv) located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, the City of Fairhope desires to annex and assume responsibility for Parker Road, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

WHEREAS, in order to accomplish the City of Fairhope’s desire to annex and assume responsibility for Parker Road in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission passed a resolution on September 1, 2020, authorizing the annexation and transfer of responsibility for Parker Road to the City of Fairhope, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, said resolution did petition the City of Fairhope for annexation and contained the signature of the owner of the described territory and a map of Parker Road showing their relationship to the corporate limits of the City of Fairhope; and

WHEREAS, the City Council of the City of Fairhope has determined that it is in the public interest that Parker Road be annexed into the City of Fairhope and that all legal requirements for annexing Parker Road have been met pursuant to *Code of Alabama*, §§11-42-20 to 24.

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

Section 1. The City Council of the City of Fairhope, Alabama, finds and declares as the legislative body thereof that it is in the best interest of the citizens of the City, and the citizens of the affected area, to annex and bring the territory described herein as Parker Road into the corporate limits of the City of Fairhope, and to assume responsibility for those portions of Parker Road, if any, that are already within the corporate limits of the City of Fairhope pursuant to *Code of Alabama*, §§11-49-80(b), (c) and (d), and 11-42-20 to 24.

Section 2. The boundary lines of the City of Fairhope, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Fairhope, Alabama, and in addition thereto the following described territory, to-wit:

Parker Road Right-Of-Way (From US HWY 98 East)

FROM THE POINT OF COMMENCEMENT AND BEGINNING AT THE NORTHWEST CORNER OF LOT #3 OF THE RESUBDIVISION OF THE REPLAT OF PHASE 1 OF FAIRHOPE VILLAGE, A PUD, AS PER PLAT THEREOF RECORDED IN THE BALDWIN COUNTY JUDGE OF PROBATE OFFICE, SLIDE 2424-F; RUN N 76°52'30" E, ±178.99 FEET TO A POINT; THENCE RUN N 4°22'12" W, ± 13.6' FEET TO A POINT; THENCE RUN S 88°38'46" E, ± 46.56 FEET TO A POINT; THENCE RUN S 88°38'46" E, ± 205.86 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 359.62 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 152.93 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 147.96 FEET TO A POINT; THENCE RUN N 0°26'41" E, ± 39.98 FEET TO A POINT; THENCE RUN N 89°38'36" E, ± 168.05 FEET TO A POINT; THENCE NORTH, ± 40.00 FEET TO A POINT; THENCE RUN N 89°22'00" W, ± 367.04 FEET TO A POINT (AT THE SOUTHEAST CORNER OF THE ROW OF HIGH RIDGE ROAD); THENCE RUN N 89°22'00" W, ± 50.00 FEET TO A POINT (AT THE SOUTHWEST CORNER OF HIGH RIDGE ROAD); THENCE RUN N 89°22'00" W, ± 256.00 FEET TO A POINT; THENCE RUN N 89°52'27" W, ± 334.28 FEET TO A POINT; THENCE RUN N 89°42'17" W, ± 72.75 FEET TO A POINT; THENCE RUN S 82°41'7.7" W, ± 70.70 FEET TO A POINT; THENCE RUN N 89°11'19" W, ± 132.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 98; THENCE RUN ALONG THE EAST R.O.W. LINE S 13°02'00" E, ± 124.72 FEET TO THE POINT OF COMMENCEMENT AND BEGINNING; CONTAINING 2.27 ACRES, MORE OR LESS, LYING IN SECTIONS 5 & 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

Section 3. The territory described in this ordinance shall become a part of and lie within the corporate limits of the City of Fairhope, Alabama, upon publication of this ordinance.

Ordinance No. _____

Page -3-

Section 4. To the extent that portions of Parker Road, if any, are already within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the City of Fairhope hereby assumes responsibility of said portions of Parker Road pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Parker Road is in exchange for the County agreeing that it shall resurface, one time, Parker Road from US Hwy 98 easterly approximately 1,373 feet to the end of County maintenance with a minimum one and a half inch overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the road described herein.

Section 5. This ordinance shall be published as provided by law, and a certified copy of the same, together with a certified copy of the resolution and petition of the Baldwin County Commission, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 6. If any part, section or subdivision of this ordinance shall be held to be illegal, invalid, or unenforceable for any reason, such ordinance shall not be held or construed to invalidate or impair the remaining provisions of this ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Sherry Sullivan, Mayor

Parker Road Right-Of-Way (From US HWY 98 East)

FROM THE POINT OF COMMENCEMENT AND BEGINNING AT THE NORTHWEST CORNER OF LOT #3 OF THE RESUBDIVISION OF THE REPLAT OF PHASE 1 OF FAIRHOPE VILLAGE, A PUD, AS PER PLAT THEREOF RECORDED IN THE BALDWIN COUNTY JUDGE OF PROBATE OFFICE, SLIDE 2424-F; RUN N 76°52'30" E, ±178.99 FEET TO A POINT; THENCE RUN N 4°22'12" W, ± 13.6' FEET TO A POINT; THENCE RUN S 88°38'46" E, ± 46.56 FEET TO A POINT; THENCE RUN S 88°38'46" E, ± 205.86 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 359.62 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 152.93 FEET TO A POINT; THENCE RUN S 89°39'33" E, ± 147.96 FEET TO A POINT; THENCE RUN N 0°26'41" E, ± 39.98 FEET TO A POINT; THENCE RUN N 89°38'36" E, ± 168.05 FEET TO A POINT; THENCE NORTH, ± 40.00 FEET TO A POINT; THENCE RUN N 89°22'00" W, ± 367.04 FEET TO A POINT (AT THE SOUTHEAST CORNER OF THE ROW OF HIGH RIDGE ROAD); THENCE RUN N 89°22'00" W, ± 50.00 FEET TO A POINT (AT THE SOUTHWEST CORNER OF HIGH RIDGE ROAD); THENCE RUN N 89°22'00" W, ± 256.00 FEET TO A POINT; THENCE RUN N 89°52'27" W, ± 334.28 FEET TO A POINT; THENCE RUN N 89°42'17" W, ± 72.75 FEET TO A POINT; THENCE RUN S 82°41'7.7" W, ± 70.70 FEET TO A POINT; THENCE RUN N 89°11'19" W, ± 132.39 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF US HIGHWAY 98; THENCE RUN ALONG THE EAST R.O.W. LINE S 13°02'00" E, ± 124.72 FEET TO THE POINT OF COMMENCEMENT AND BEGINNING; CONTAINING 2.27 ACRES, MORE OR LESS, LYING IN SECTIONS 5 & 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA.

PARKER ROAD ROW ACCEPTANCE Location Map

— Road Centerlines

▭ Parcels

Aerial Photo 2016

RGB

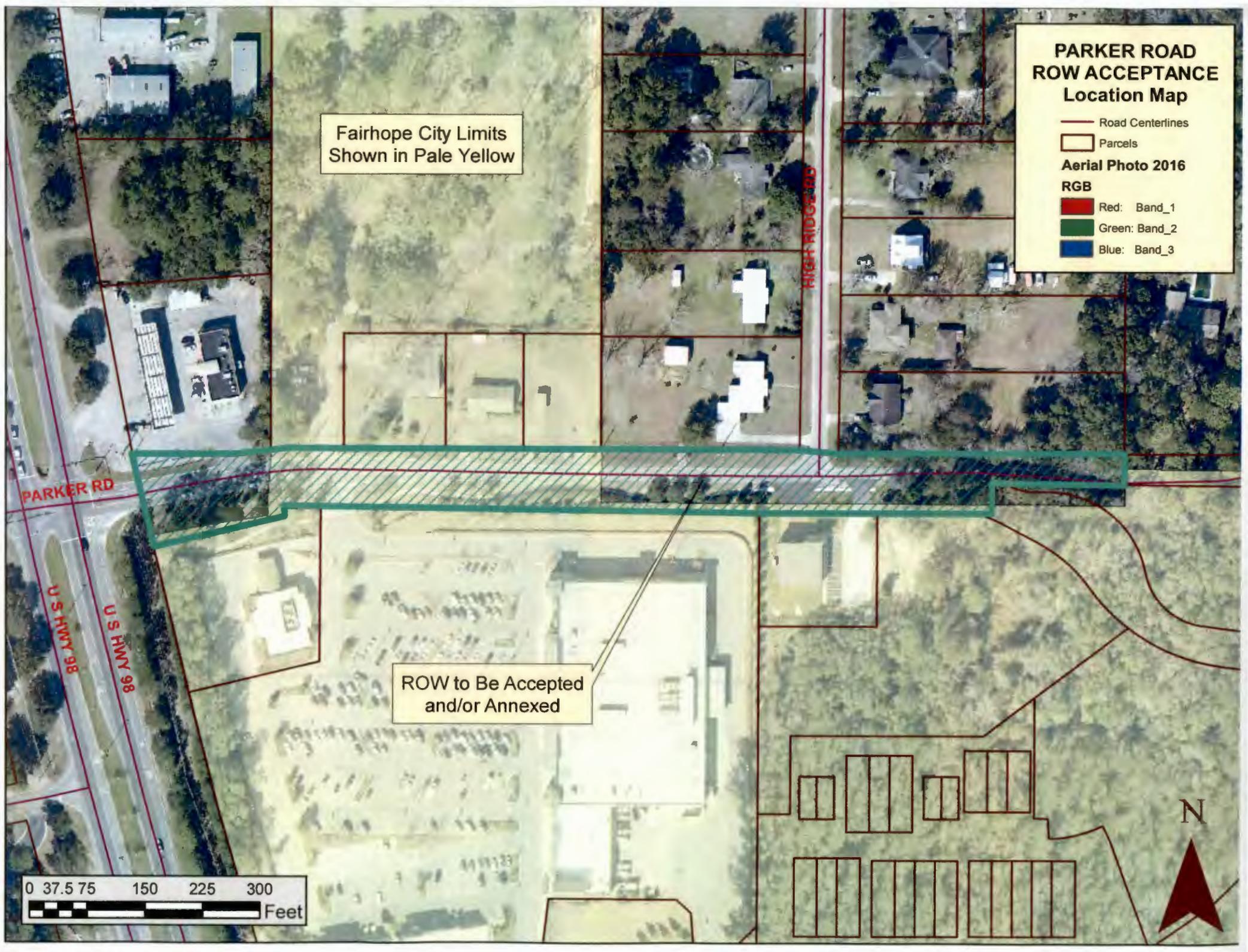
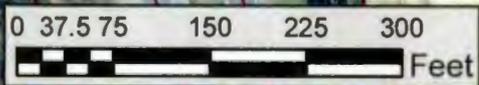
Red: Band_1

Green: Band_2

Blue: Band_3

Fairhope City Limits
Shown in Pale Yellow

ROW to Be Accepted
and/or Annexed



ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 611
AND AN ORDINANCE TO AMEND AND ADD
TO CHAPTER 21, ARTICLE V, GAS,
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article V,
is hereby amended to reflect the following changes and additions:

Article V. GAS

Section 21-60. Meter Deposit.

- (a) There is hereby established a gas meter deposit for all residential users of one hundred dollars (\$100.00).
- (b) There is hereby established for a gas deposit for all industrial and commercial users of three hundred dollars (\$300.00).
- (c) All tenants or lessees must produce either a social security card or driver's license at the time of making such gas meter deposit.

Add the following Sections:

Section 21-62. Installation of New Gas Service Fees.

(1) The City has established fees for new gas service installations to the gas system to recover the material and labor costs to install the service; and costs relating to capital needs for the gas transmission system.

There are hereby established installation service fees for installation of a new City gas service as follows:

New Installation of Gas Service	\$300.00
(First 250 feet included in fee)	
(Anything over 250 feet will be \$1.00 per foot)	
Relocate/Disconnect Existing Service	\$200.00

Section 21-63. Inspection Fees of Gas Installation.

There are hereby established Inspection fees for a new or established City gas service as follows:

Initial Inspection	\$ 25.00
First Reinspection	\$100.00
Second Reinspection and any Subsequent Reinspection	\$200.00

Ordinance No. _____

Page 2

Section 21-64. Tampering by Customer and Contractor.

There are hereby established Tampering Offenses for a City gas service as follows:

First Time Offense	\$100.00
Second Time and Disconnect	\$300.00
Disconnect and turn over to Police Department	\$500.00

Any damage to equipment will be charged to the customer.

Section 21-66. Reconnect and Disconnect Fees.

Reconnect/Disconnect	\$ 75.00
Reconnect/Disconnect - After Hours	\$100.00

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. ____

**AN ORDINANCE TO AMEND ORD. NO. 1312 AND TO
REPEAL AND REPLACE ORDINANCE NO. 1468, KNOWN AS
THE TOWING AND RECOVERY ROTATION ORDINANCE**

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

Section 1. The City of Fairhope, Alabama, Ordinance No. 1312, Section 16, and Code of Ordinance Section 22-56, is hereby amended to reflect the following changes and additions:

Amend the following:

SECTION 16. MAXIMUM ALLOWABLE TOWING/STORAGE FEES:

No tow truck company which qualifies for the rotation list of the Fairhope Police Department shall charge any fee in excess of amounts set forth herein for calls referred by a police dispatcher.

- A.) One hundred seventy five (\$175.00) dollars charge for each vehicle towed from one point in the city or jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,000 pounds or less.
 - 1. In addition to A.) above, any service call which requires more than one (1) hour on scene, shall be permitted an additional One hundred seventy five (\$175.00) dollars per hour charge.
 - 2. No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the city or jurisdiction, but three dollars and fifty cents (\$3.50) per mile charge will be allowed for one way towing outside the police jurisdiction, to tow a vehicle into the jurisdiction from outside, or to tow a vehicle from the jurisdiction to another destination as requested by the vehicle owner.
- B.) Four hundred (\$400.00) dollars charge for each vehicle towed from one point in the city or jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of 10,001 and/or greater (10,001 - greater).
 - 1. In addition to B.) above, any service call which requires more than one (1) hour on scene, shall be permitted an additional four hundred (\$400.00) dollars per hour charge.
 - 2. No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the city or jurisdiction, but four dollars (\$4.00) for a straight truck or four dollars and fifty cents (\$4.50) for a tractor trailer per mile charge will be allowed for one way towing outside the police jurisdiction, to tow a vehicle into the jurisdiction from outside, or to tow a vehicle from the jurisdiction to another destination as requested by the vehicle owner.
- C.) Storage shall be charged as follows:
 - 1. Thirty-five (\$35.00) dollars per day charge for vehicles with a (GVWR) of less than 10,000 pounds.

Ordinance No. _____

Page -2-

2. Sixty (\$60.00) dollars per day charge for vehicles with a (GVWR) of 10,001 pounds and/or greater per unit.
3. In addition to storage rates above, ten (\$10.00) dollars per day will be charged for vehicles that require inside storage.

Section 2. The Balance of Section 16 remains as written and codified.

Section 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 8TH DAY OF FEBRUARY, 2021

Sherry Sullivan, Mayor

Sec. 22-56. - Maximum allowable towing/storage fees.

No tow truck company which qualifies for the rotation list of the city police department shall charge any fee in excess of amounts set forth herein for calls referred by a police dispatcher.

(a) One hundred twenty-five dollars (^{175.00}~~\$125.00~~) charge for each vehicle towed from one (1) point in the city or jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand (10,000) pounds or less.

(1) In addition to subsection (a) above, any service call which requires more than one (1) hour on scene, shall be permitted an additional one hundred twenty-five dollars (^{175.00}~~\$125.00~~) per hour charge.

(2) No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the city or jurisdiction, but three dollars and fifty cents (~~\$3.50~~) per mile charge will be allowed for one-way towing outside the police jurisdiction, to tow a vehicle into the jurisdiction from outside, or to tow a vehicle from the jurisdiction to another destination as requested by the vehicle owner.

(b) Three hundred fifty dollars (^{400.00}~~\$350.00~~) charge for each vehicle towed from one (1) point in the city or jurisdiction to another point therein, for any vehicle with a gross vehicle weight rating (GVWR) of ten thousand one (10,001) and/or greater (10,001 — greater).

(1) In addition to subsection (b) above, any service call which requires more than one (1) hour on scene, shall be permitted an additional three hundred fifty dollars (^{400.00}~~\$350.00~~) per hour charge.

(2) No added towing charges will be allowed for moving the towed vehicle to any destination required by owner within the city or jurisdiction, but four dollars (\$4.00) for a straight truck or four dollars and fifty cents (~~\$4.50~~) for a tractor trailer per mile charge will be allowed for one-way towing outside the police jurisdiction, to tow a vehicle into the jurisdiction from outside, or to tow a vehicle from the jurisdiction to another destination as requested by the vehicle owner.

(c) Storage shall be charged as follows:

(1) Twenty-five dollars (^{35.00}~~\$25.00~~) per day charge for vehicles with a (GVWR) of less than ten thousand (10,000) pounds.

(2) Forty dollars (^{60.00}~~\$40.00~~) per day charge for vehicles with a (GVWR) of ten thousand

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the proposed Budget presented and reviewed the 8th day of February 2021, be hereby approved, and adopted for the FY 2020-2021; and

BE IT FURTHER RESOLVED, that the Annual Salaries of City Personnel shall be as shown on a list entitled Annual Salaries of All City Personnel and said list filed in the Office of the City Treasurer; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the portion of the Sales and Use Tax revenue that is restricted in the General Fund Debt Pre-Payment Account can be used for General Fund operations up to the \$2,500,000.00 reduction; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the portion of the Sales and Use Tax revenue that is restricted in the Capital Projects Fund (Infrastructure Improvements Special Fund) can be used for General Fund operations up to the \$2,500,000.00 reduction; and

BE IT FURTHER RESOLVED, that the City Council hereby approves the 2% raise across all Departments: General Government and Utilities including employees capped for this budget; and pay raises for the City of Fairhope (already included in proposed budget) for all full-time and part-time employees who have worked consistently more than 19 hours per week in the past 6 months; and

BE IT FURTHER RESOLVED, that all raises and salary changes adopted in the budget will become effective the day of passage.

ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

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, that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the Baldwin County Board of Education and the City of Fairhope for Salary Enhancement for Fairhope Coaches with a budgeted amount of \$75,000.00 which shall include all employer fringe benefits associated with the Salary Enhancement as calculated by the Board.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING
SALARY ENHANCEMENT
(Outside Organizations)

The Baldwin County Board of Education ("Board"), by and through Policy No. 883a, enacted on the 21st day of May, 2015, has established a mechanism whereby "Outside Organizations" as defined herein are allowed to supplement the salary of employees of the Board. This supplemental pay is designated as a "Salary Enhancement". For purposes of Policy No. 883a, Outside Organizations are defined as (1) governmental or quasi-governmental organizations located within Baldwin County, or (2) non-governmental organizations such as booster clubs/organizations, PTO's or PTA's associated with a public school located in Baldwin County.

As a precondition to the participation in the provision of Salary Enhancements, the undersigned organization represents that it is in compliance with all applicable policies and procedures of the Board and that in the case of non-governmental Outside Organizations, that the undersigned organization is in full compliance with Section 7 of the Board's Guidelines for School Related Organizations.

This Memorandum of Understanding ("MOU") constitutes the written request of the undersigned organization and upon approval by the Superintendent of the Board, the undersigned Outside Organization may fund the Salary Enhancement(s) requested herein as attached hereto on Exhibit A.

The undersigned Outside Organization understands and agrees that it is solely responsible for the payment of all Salary Enhancements requested hereunder and that as a precondition to the payment of a Salary Enhancement to any employee, the undersigned Outside Organization shall fund, in whole, the requested Salary Enhancement(s) which shall include all employer fringe benefits associated with the Salary Enhancement as calculated by the Board.

The Salary Enhancement(s) provided for herein shall be for a term not to exceed 12 months. It shall be the responsibility of the undersigned organization to take all steps necessary to request Salary Enhancements for any subsequent periods. In the event an employee receiving a Salary Enhancement retires, resigns, is unable to perform their duties or is otherwise separated from employment by the Board, the Outside Organization may request a return of any unearned portion of the Salary Enhancement from the Board. The Board shall calculate and determine what, if any "unearned portion" exists in its sole and absolute discretion.

By and through this MOU, the undersigned Outside Organization represents that it is a duly organized Outside Organization as defined herein and that the undersigned is duly authorized and empowered to enter into this MOU on behalf of _____.

Outside Organization

Approved / Denied

By: _____
Its: _____

By: _____
Its: Superintendent

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a ground lease between the City of Fairhope, Alabama and the Local Food Production Initiative, Inc. d/b/a Fairhope Community Gardens. The parcel is located on the West side of Summit Street, a delineated and fenced portion of the grounds of the K-1 Center.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

LEASE AGREEMENT

This Lease Agreement is made by and between the **LOCAL FOOD PRODUCTION INITIATIVE, INC., an Alabama nonprofit corporation d/b/a Fairhope Community Gardens** (the "Lessee") and the **CITY OF FAIRHOPE**, a municipal corporation (the "Lessor").

WHEREAS, Lessee desires to use a delineated and fenced portion of the grounds of the K-1 Center on the West side of Section Street for purposes of establishing and maintaining a community garden;

WHEREAS, Lessee's establishment and maintenance of a community garden will serve a public purpose and will provide an educational opportunity to the students; and

WHEREAS, Lessor is willing to make that certain portion of the Fairhope K-1 Center, as more particularly described herein, available to Lessee to use for establishing a community garden.

NOW THEREFORE, the CITY OF FAIRHOPE, a municipal corporation, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Lessee, the receipt and sufficiency of which is hereby acknowledged, and the benefits accruing to Lessor, does hereby GRANT unto Lessee subject to the conditions hereinafter set forth, a non-exclusive lease ("Lease") to use that portion of the Fairhope K-1 Center identified herein. Attached hereto as Exhibit "A" is a diagram designating the area (the "Leased Area") subject to this Lease.

Lessee's use of the Leased Area shall be limited to the establishment and maintenance of a community garden. Lessee's use of the Leased Area shall not interfere with the educational activities at the Pelican's Nest, as determined by the Lessor in its sole and absolute discretion. Lessor reserves the right and ability to reasonably limit Lessee's use of the Leased Area by providing written notification to Lessee at least five (5) business days prior to any modification of Lessee's use thereof.

Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Leased Area by Lessee, its members, agents, employees or invitees or cause by or arising from any act or omission of Lessee, or any of its members, agents, employees or invitees. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury arising from or relating to Lessee's use of the Leased Area.

At all times during the term of this Lease, Lessee shall ensure that all its members, agents, employees, or invitees execute and deliver to Lessee a general release and hold harmless agreement (“Release”), in form as attached hereto, prior to entry upon the Leased Area for any of the purposes permitted hereunder. Lessee shall be solely responsible for maintaining all Releases and shall make the same available for inspection and copying upon reasonable request from Lessor.

This Lease shall be for a term of one (1) year beginning on the ____ day of _____, _____ and ending on the ____ day of _____, _____. Thereafter, this License shall automatically renew for additional one-year terms unless terminated in accordance herewith.

Thereafter, this Lease may be revoked upon execution and delivery by either Lessor or Lessee of written notice to the other, ninety (90) days prior to the effective date thereof. Upon termination of this Lease, Lessee shall, at the request of Lessor, restore the Lease Area to the condition which it existed prior to Lessee’s use thereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives on this ____ day of _____, 2021.

CITY OF FAIRHOPE,
A municipal corporation

BY:

Sherry Sullivan, Mayor

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and seal on this the ____ day of _____, 2021.

Notary Public
My Commission Expires:

LOCAL FOOD PRODUCTION INITIATIVE,
INC.,
an Alabama nonprofit corporation
d/b/a Fairhope Community Gardens

By:

_____ its _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that _____ as authorized agent of LOCAL FOOD PRODUCTION INITIATIVE, INC., an Alabama nonprofit corporation d/b/a Fairhope Community Gardens, signed to the foregoing document as Tenant, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he/she as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2021.

Notary Public
My Commission Expires:

RESOLUTION NO: _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City of Fairhope hereby approves the services outlined, as presented in the Engagement Letter, to be performed by Hand Arendall Harrison Sale as bond counsel to the Fairhope Airport Authority and the City of Fairhope in connection with the issuance of the proposed Bond Issuance of the Fairhope Airport Authority; and authorizes Mayor Sherry Sullivan to execute same on behalf of the City.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

February 2, 2021

Fairhope Airport Authority
Fairhope, Alabama

City of Fairhope
Fairhope, Alabama

Re: Proposed Issuance of the Fairhope Airport Authority

The purpose of this letter is to outline the services to be performed by this firm as bond counsel to the Fairhope Airport Authority (the "Authority") and City of Fairhope (the "City") in connection with the issuance of the above-referenced obligation (the "Bond"). We understand that the Bond is to be issued by the Authority as the obligation described above.

In this transaction, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") to the lender and the Authority regarding the exclusion of interest on the Bond for purposes of federal and State of Alabama income taxation.
- (2) Draft the basic proceedings and prepare and review agreements governing the issuance of the Bond.
- (3) Prepare and review other documents necessary or appropriate to the authorization, issuance and delivery of the Bond, coordinate the authorization and execution of documents, and review authorizing legislation.
- (4) Review legal issues relating to the structure of the issue, including (without limitation) compliance with federal tax requirements.
- (5) Prepare and submit on behalf of the Authority an Internal Revenue Service Form 8038-G.
- (6) Prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bond.

Our duties in this engagement are limited to those expressly set forth above or as are otherwise required in order to permit us to render our Bond Opinion. In addition, we are not

retained to provide continuing advice to the Authority, the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes. For example, our engagement does not include compliance with the rebate obligations with respect to the Bond.

The Authority and the City have requested that we assist both parties in connection with this refunding. We have agreed that we can do so under the following conditions: (1) that both parties expressly consent to the joint representation; (2) that the funding agreement that is part of the security and support for the Bond be substantially identical to the 2017 version of that document, without negotiation between the parties; (3) that no negotiations or disputes arise between the Authority and the City during the course of the transaction; and (4) that we would be unable to represent either party in the event of a subsequent dispute with respect to the transaction. We further advise that you obtain independent advice concerning the conflict presented by the joint representation. By your execution of the acknowledgements to this letter you are acknowledging the existence of a conflict and confirming your waiver of that conflict to permit us to represent both parties.

Upon execution of this engagement letter, the Authority and the City will be our clients and an attorney client relationship will exist between us. We assume that the lender will retain such counsel it deems necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Authority and the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the execution of this engagement letter by the Authority and the City will constitute an acknowledgment of those limitations. Our representation of the Authority and the City will not affect, however, our responsibility to render an objective Bond Opinion.

Notwithstanding the foregoing paragraph, it is common practice in bond transactions for various parties to consult with bond counsel concerning document provisions, structure issues, common practices and tax or other legal questions affecting the financing. To the extent we are able to consult the lender and its counsel without adversely affecting the interests of the Authority or the City we shall do so. We will not, however, undertake to represent the interests of any other parties.

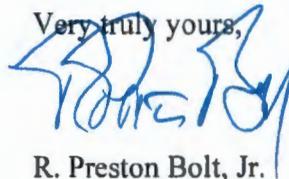
As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time we are representing the Authority and the City, one or more of our present or future clients will have transactions with the Authority or the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bond. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter either because such matters will be sufficiently different from the issuance of the Bond so as to make such representation not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bond. Execution of this letter will signify consent of the Authority and the City to our representation of others consistent with the circumstances described in this paragraph.

Based upon: (i) the terms, structure, size and schedule of the financing represented by the Bond; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we expect that our fee for this matter will not exceed \$6,500.00. Our fee may vary: (a) if the principal amount of Bond actually issued differs significantly from the amount anticipated; (b) if material changes in the structure or schedule of the financing occur (including, without limitation, if the transaction does not proceed on substantially the same schedule as for the Bond); or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you. Our fee will include charges made or incurred on your behalf, such as local travel costs, photocopying, domestic long-distance telephone charges, telecopier charges, and computer-assisted research. We will not ask you to pay directly, or in advance, but may charge you in addition to our fee, out-of-pocket expenses such as overnight deliveries, conference line access, filing fees, recording fees and taxes. If we are asked to incur other expenses that would not be covered by our fee, we will so advise you.

Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. In the event the transaction is terminated prior to the issuance of the Bond, or your or our engagement with respect to the Bond is terminated prior to any closing, we expect that you will compensate us based upon time spent and our standard rates for the City. I expect that I will be the primary lawyer on this matter; my time is typically billed at \$290 per hour. Time for any other lawyers and para professionals working on this matter will be billed at their standard rates.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. Preston Bolt, Jr.", written over a horizontal line.

R. Preston Bolt, Jr.
For the Firm

February 2, 2021

Page 4

Acknowledgement and Agreement:

Fairhope Airport Authority

By: _____

Title: _____

Dated: _____

City of Fairhope

By: _____

Title: _____

Dated: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Marissa Thetford Marketing to perform Professional Consulting Services for Fairhope City Sketches Graphics Design Services (RFQ PS007-21); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



1417101-1

MEMO

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: January 21, 2021

Re: Council Approval of **Choice of Professional Consultant for RFQ PS007-21 Fairhope City Sketches Graphics Design Services , a periodic newsletter**

Lisa A. Hanks, MMC
City Clerk

The **Director of Economic and Community Development, Jessica Walker**, has need to hire a professional Graphics Design consultant for the periodic City Publication, **CITY SKETCHES**. There is a line item in the proposed FY2021 budget amount for this professional service.

Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, under \$100,000, the Mayor chose **Marissa Thetford Marketing** of Fairhope, AL from a short list of firms. The recommendation to Council is to approve the selection by the Mayor, and award **RFQ PS007-21 Fairhope City Sketches Graphics Design Services** and allow the Mayor to negotiate the fees.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS007-21 Professional Consultant for Fairhope City Sketches Graphic Design Services to Marissa Thetford Marketing and authorize the Mayor to negotiate the not to exceed fee to be approved by Council.

Cc: file, Jessica Walker, Paige Crawford

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

251-928-2136 (p)



MEMO

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: January 13, 2021

Re: **Choosing Professional Consultant for Graphics Design Services for CITY SKETCHES monthly newsletter**

Lisa A. Hanks, MMC
City Clerk

The Director of Economic and Community Development, Jessica Walker, has need to hire a professional Graphics Design consultant for the monthly City Publication, CITY SKETCHES

Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, Jessica Walker and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The short list is:

[Mayor] please initial and date your selection]

MS 1/20/2021 Marissa Thetford
marissa@marissathetford.com

_____ / / J Thomas, Inc
602 Nichols Av
Fairhope, AL 36532

_____ / / Hummingbird & South
251 445-3855

_____ / / Valley House Design
713-336-3827

_____ / / None. Submit another list

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

Cc: file, Mayor Sherry Sullivan, Jessica Walker, Paige Crawford

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves Amendment No. 1 to the Contract for Professional Design and CEI Engineering Services with Lieb Engineering Company, Inc. to enlist for Construction Engineering and Inspection (CE&I) Services for Oak Street and Section Street Drainage Improvements at Bid Mouth Gully (RFQ PS005-20) with a cost of \$3,250.00; thereby increasing the original contract total to \$18,845.00.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/28/2021

01-23-2021 Please return this Routing Sheet to Treasurer by: ASAP

JAH

Project Name: Amendment #11 for RFQ PS005-20 Professional Design and CEI Engineering Services for Oak St and Section St Drainage to Lieb Engineering Company Inc.

Project Location: Oak Street and Section Street

Presented to City Council: 2/8/2021

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
 Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 3,250.00

Vendor: Lieb Engineering Company Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax **Cap Project** Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
 Capitalized XXX
 Inventoried _____

Funding Source:

Operating Expenses _____
 Budgeted Capital XXX
 Unfunded _____

Expense Code: 103-56853
 G/L Acct Name: Drainage Improvement

Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City
\$0.00 Local

Project Budgeted: \$ 125,000.00
 Balance Sheet Item-
 Included in projected
 cash flow \$0.00

Over (Under) budget amount: \$ (121,750.00)

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

Capital Lease: _____ - Payment _____ Term _____

Comments: Amendment #1 which will enlist Lieb Engineering Company Inc for the CEI portion of the engineering work.

City Council Prior Approval/Date? _____

<u>City Treasurer</u>	<u>Finance Manager</u>	<u>Mayor</u>
Purchasing Memo Date: <u>1/28/2021</u>	Purchasing Memo Date: <u>1/28/2021</u>	Delivered To Date: <u>1/28/2021</u>
Request Approved Date: <u>1/28/2021</u>	Request Approved Date: <u>1/28/2021</u>	Approved Date: _____
Signature: <u><i>Kim Creech</i></u> Kim Creech	Signature: <u><i>Jill Cabanis</i></u> Jill Cabanis, MBA	Signature: <u><i>Mayor Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

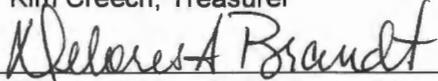
Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kim Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Date: January 28, 2021

Re: **Council to approve award of Amendment #1 to existing budgeted contract for RFQ PS005-20 Professional Design and CEI Engineering Services for Oak St and Section St Drainage Improvements at Bid Mouth Gully**

On February 5, 2020 the City entered into a contract with **Lieb Engineering Company Inc**, for RFQ PS005-20 Professional Design and CEI Engineering Services for Oak St and Section St Drainage Improvements at Bid Mouth Gully with a Not-To-Exceed amount of \$15,595 for the Design work.

Richard Johnson, Director of Public Works, requests approval of contract Amendment #1 which will enlist Lieb Engineering Company Inc for the CEI portion of the engineering work. The proposed amount, if approved, will not exceed THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250)

This Amendment #1 to the contract, if approved, will increase the total for the **contract** to \$18,845.

Please move this request forward for City Council to approve Amendment #1 and approve the Mayor to sign the Contract Amendment #1 with a not-to-exceed amount of \$3, 250.

Cc: file, Richard Johnson

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

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



AMENDMENT #1

RFQ PS005-20

**Professional Design and CEI Engineering Services
for Oak St at Section St Drainage Improvements
at Big Mouth Gully**

with

Lieb Engineering Co, Inc

Sherry Sullivan
Mayor

Jack Burrell
Council President

CONTRACT AMENDMENT #1

RFQ PS005-20 Professional Design and CEI Engineering Services for Oak St and Section St Drainage Improvements at Bid Mouth Gully

This **Amendment #1-- CEI Services** to Contract is made and entered into by and between the **CITY OF FAIRHOPE**, ALABAMA and **LIEB ENGINEERING COMPANY, Inc** on this ___ day of _____ 2021 for a change in the contract amount and scope of work.

Recitals

WHEREAS, **LIEB ENGINEERING COMPANY, Inc** was awarded a Contract for **FQ PS005-20 Professional Design and CEI Engineering Services for Oak St and Section St Drainage Improvements at Bid Mouth Gully**, on February 5, 2020 for the amount not to exceed \$15,595.00 for engineering DESIGN work to produce contract documents.

Agreement

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

AMEND this Contract by providing Construction Engineering and Inspection (CEI) services for this project thereby increasing the contracted amount by **THREE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$3,250.00)**. This increase will result in a new total contract price of \$18,845.

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

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

BY: _____
Sherry Sullivan, Mayor

ATTEST: _____
Lisa A. Hariks, 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 **Sherry Sullivan**, 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 _____ 2021

Notary Public _____

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 _____, 2021.

Notary Public _____

My Commission Expires ____/____/____-

RESOLUTION NO. 3635-20

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 Lieb Engineering Company, LLC to perform Professional Design and CEI Engineering Services for Oak Street at Section Street Drainage Improvements at Big Mouth Gully for the Public Works Department (RFQ No. PS005-20) with a not-to-exceed amount of \$15,595.00.

DULY ADOPTED THIS 27TH DAY OF JANUARY, 2020

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 City Council approves Amendment No. 1 to the Contract for Professional Consultant Services with Magnolia River for RFQ No. PS015-18, Cast Iron Replacement Program with System Mapping and System Modeling for the Gas Department: Deletion of Item #1: Review the Natural Gas System Maps in the amount of (\$25,000.00) and Item #4: Creation 5-year plan for Cast Iron Replacement in the amount of (\$5,000.00); and by adding Emergency Valve Review in the amount of \$7,500.00. This is a deduction of (\$22,500.00) for the Project.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Amendment #1 to the RFQ PS015-18 Professional Engineering Services for Cast Iron Pipe Replacement Program for Magnolia River Services, Inc.

Project Location: Gas Department

Presented to City Council: 2/8/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Sherry Sullivan, Mayor

Resolution #: JAN 29 '21 PM 1:40
Approved: _____
Changed: _____
Rejected: _____

Project Cash Requirement Requested:
Cost: \$ (22,500.00)

Vendor: Magnolia River Services, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marine-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized
Inventoried

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 002-50290
G/L Acct Name: Professional Services

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ _____
Balance Sheet Item Included in projected cash flow: \$0.00

Over (Under) budget amount: \$ (22,500.00)

Comments: Amendment #1 deleting items #1 Review the Natural gas System maps \$25,000.00 and #4 Create 5-yr plan for cash iron replacement \$5,000.; adding Emergency Valve Review \$7,500.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer: _____ Finance Manager: _____ Mayor: _____

Purchasing Memo Date: 1/27/2021 Purchasing Memo Date: 1/27/2021 Delivered To Date: 1/28/2021

Request Approved Date: 1/28/2021 Request Approved Date: 1/28/2021 Approved Date: _____

Signatures: Kim Creed Jill Cabanis, MBA Sherry Sullivan
Kim Creed Jill Cabanis, MBA Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: January 27, 2021

Re: Approval of **Amendment #1 to the RFQ PS015-18 Professional Engineering Services for Cast Iron Pipe Replacement Program with System Mapping and System Modeling** resulting in reduction of contract expense and scope of work

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The proposed **Amendment # 1** is in response to unfinished work at this time. The original contract had four projects that were to be accomplished:

- | | |
|---|--------------------------|
| 1. Review the natural gas system maps- | not completed (\$25,000) |
| 2. Model high-pressure Distribution System- | COMPLETED (pd \$15,000) |
| 3. Model the Low-pressure Distribution System | COMPLETED (pd \$25,000) |
| 4. Create 5-yr plan for Cast Iron Replacement | not completed (\$5,000) |

The Superintendent of Utilities, Mayor Sullivan, Gas Superintendent, Terry Holman, and Magnolia River Design Engineer, Von Bryan have negotiated the **Amendment #1** attached in terms of **deleting items #1** (\$25,000.00) and **#4** (\$5000.00) for a total deduction of \$30,000 from the Original contracted amount of \$70,000. Item #1 and #4 are not completed and will be deleted from the list of projects for which the Engineer will be paid. The agreement is also to **add** to the list of projects: **Emergency Valve Review for a cost of \$7,500. If approved, Amendment #1** would change the total contract amount to \$47,500.00, \$40,000 of which has been paid to date.

Please place on the Council Agenda to approve Amendment #1 of RFQ PS015-18 Professional Engineering Services for Cast Iron Pipe Replacement Program with System Mapping and System Modeling in a total deductive amount of \$22,500 including the added Project for Emergency Review, and allow the Mayor to sign the contract Amendment #1.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Terry Holman, Mayor Sullivan

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

AMENDMENT #1

to

CONTRACT

RFQ PS015-18

**Professional Engineering Services for Cast Iron Pipe
Replacement Program with
System Mapping and System Modeling**

Between City of Fairhope

and

Magnolia River Services, Inc

Sherry Sullivan
Mayor

Jack Burrell
Council President

RFQ PS015-18 Professional Engineering Services for Cast Iron Pipe Replacement Program with System Mapping and System Modeling

This **Amendment #1** to Contract is made and entered into by and between the **CITY OF FAIRHOPE, ALABAMA** and **Magnolia River Services, Inc** on this ____ day of _____, 2021 for a change in the contract amount and scope of work.

Recitals

WHEREAS, **Magnolia River Services, Inc.** was awarded a Contract for **RFQ PS15-18 Professional Engineering Services for Cast Iron Pipe Replacement Program with System Mapping and System Modeling** on April 16, 2028, for:

- | | |
|---|----------|
| 1. Review the Natural Gas system maps- | \$25,000 |
| 2. Model high-pressure Distribution System- | \$15,000 |
| 3. Model the Low-pressure Distribution System | \$25,000 |
| 4. Create 5-yr plan for Cast Iron Replacement | \$5,000 |

Agreement

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

AMEND this Contract by the following: **Delete #1** Review of Natural Gas Systems maps (deduct \$25,000 from contract total); **Delete # 4** Create 5-yr plan for Cast Iron Replacement (deduct \$5000 from contract total). **Add** Emergency Valve Review at a cost of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500). These changes will reduce the total of the Contract by \$22,500.

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

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

BY: _____
Sherry Sullivan, 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 **Sherry Sullivan**, 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 _____ 2021

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 _____, 2021.

Notary Public _____

My Commission Expires ____ / ____ / ____

Dee Dee Brandt

From: Sherry Sullivan
Sent: Wednesday, January 27, 2021 7:26 AM
To: Dee Dee Brandt
Cc: Lisa A. Hanks, MMC; Terry Holman
Subject: FW: Emergency Valve Review

Dee Dee,

Per our conversation, please see changes to the Magnolia River Contract and move forward for Council Approval.

See below, this would be an amendment to the Magnolia River Contract that was passed in February of 2019. It has never been completed.

In Exhibit A Fee Schedule

Remove #1, services being performed under contract with Payne Management Services

#2 & #2 have been completed

#4 Delete

Add information below from Terry Holman

Gas System, Emergency Valve Review, \$7500

This will reduce the contract by \$22,500.

Thanks,

Sherry Sullivan
Mayor
City of Fairhope
251-990-0100



From: Terry Holman <Terry.Holman@fairhopeal.gov>
Sent: Wednesday, January 27, 2021 6:56 AM
To: Sherry Sullivan <sherry.sullivan@fairhopeal.gov>
Cc: Jeremy Little <jeremy.little@fairhopeal.gov>
Subject: FW: Emergency Valve Review

Mayor,

Let me know what you think, if this looks good I will let Von know and get with Kim to make the necessary contract changes for the Council.

Thanks,

From: Von Bryan <von.bryan@magnolia-river.com>

Sent: Tuesday, January 26, 2021 2:27 PM

To: Terry Holman <Terry.Holman@fairhopeal.gov>; Jeremy Little <jeremy.little@fairhopeal.gov>

Cc: Amanda Smith <amanda.smith@Magnolia-river.com>

Subject: Emergency Valve Review

SENT FROM AN EXTERNAL ADDRESS

Hey guys,

After some discussion, we could do that emergency valve review for \$7,500 instead of that cast iron replacement plan. Let us know if that will work between you and Mayor Sullivan.

Thank you,



Von Bryan
Design Engineer
p: (256)773-9420
von.bryan@magnolia-river.com
www.magnolia-river.com



**CONTRACT DOCUMENTS
AND
SPECIFICATIONS**

FOR

**RFQ NO. PS015 ENGINEERING SERVICES FOR
CAST IRON PIPE REPLACEMENT PROGRAM WITH
SYSTEM MAPPING, AND SYSTEM MODELING**

**CITY OF FAIRHOPE
KARIN WILSON, MAYOR**

**FAIRHOPE CITY COUNCIL
JACK BURRELL, COUNCIL PRESIDENT**

Set_____

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. 3349-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Karin Wilson is hereby authorized to execute a contract 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

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Ameri'ca Designs, LLC for Professional Artist Consultant Services (RFQ PS008-21) for Mullet Run Fountain Refurbish and Retile Work by the Artist per the recommendation of Community Affairs Director and Water and Sewer Superintendent; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a total cost of \$14,100.00 which is an unbudgeted item.

DULY ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

01-28-21P05:05 RCVD

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFQ PS008-21 Professional Artist Consultant for Mullet Run Fountain Re-Furbish and Re-Tile work by the Artist, Amer'ca Designs, LLC

Project Location: Museum

Presented to City Council: 2/8/2021

Funding Request Sponsor: Jessica Walker, Economic & Community Development Director
Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 14,100.00

Vendor: Amer'ca Designs, 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 Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:
Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:
Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001270-50475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ _____
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ 14,100.00

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

Comments:

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Manager

Mayor

Purchasing Memo Date: 1/26/2021

Purchasing Memo Date: 1/26/2021

Delivered To Date: 1/28/2021

Request Approved Date: 1/28/2021

Request Approved Date: 1/28/2021

Approved Date: _____

Signatures: Kim Creech
Kim Creech

Jill Zabaniss
Jill Zabaniss, MBA

Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

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

Date: January 26, 2021

Re: Requesting Greensheet and Council Approval of **RFQ PS 008-21 Professional Artist Consultant for Mullet Run Fountain Re-furbish and Re-tile Work** by the Artist, Ameri'ca Designs, LLC for under \$15,000

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The City requests approval to award the project to re-furbish surfaces and re-tile Mullet Run Fountain, originally designed and fabricated by Ameri'ca Tickle. The fountain is located at the Fairhope Museum of History and is seen by visitors and residents alike. It is an asset to the City and is in need of restoration. This an **unbudgeted** project for the **Museum for FY21 over \$10,000**.

Attached is the Quote provided by Ameri'ca Designs LLC, owned by Ameri'ca Tickle, who will provide the art tile and its installation, and the refurbishing of the basin. The cost of these repairs is **FOURTEEN THOUSAND ONE HUNDRED DOLLARS (\$14,100.00)**

Please compose a greensheet and obtain Council approval for this over \$10,000 and under \$15,000 unbudgeted procurement for RFQ PS 008-21 Professional Artist Consultant for Mullet Run Fountain Re-furbish and Re-tile Work with Ameri'ca Designs, LLC, at cost of \$14,100.00.

Cc: File, Jessica Walker, Jason Langley, Mayor Sullivan, Gabriel Gold-Vukson

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

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

Hello all!

1-15-21

So excited to get this underway. Please see below for the description and the attached deposit invoice for processing. Thank you all for your work and attention. It will be wonderful again!

Quote 1

Material and labor quote for the TILE restoration of the Mullet Run fountain located at the Fairhope History Museum. Costs include labor and materials.

Work to be managed by Ameri'ca Designs LLC. Owned by Ameri'ca Tickle, designer and original fabricator for the fountain. Contracted work to be completed by Deep South Gunnite.

Scope of work as follows:

ART TILE

-mosaic tile band, in keeping with the previous design of the fountain.

Tile selected by artist.

-50 linear feet

Cost 9,500

BASIN

-Remove failing tile

-Clean and reface the Gunnite surface of the inside of the basin. Diamond bright plaster, same color as original.

-install bond coat over plaster

-prep tile band for correct depth for installation

-install tile, provided to contractor by Ameri'ca

Cost 4,600.00

Total for physical renovation:

\$14,100.00

DEPOSIT/TERMS

50% deposit/balance to be paid upon completion.

Estimated timeframe, 6 weeks for tile from order date.

Construction would be approximately 2 weeks of onsite work.

Would begin upon receipt of the tile/Or work in conjunction with additional repair timeframe.

Thank you for the attention and appreciation of this sculpture. I am grateful that the City wants to repair and maintain this piece, so as to have it many decades from now.

I believe these repairs will keep this piece a beautiful element in the collection of special touches that make Fairhope so unique. I am proud to be a part of that effort.

Thank you,
Ameri'ca

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Stewart Engineering, Inc. to perform On-Call Professional Engineering Services for the Electric Department Projects for a Three (3) Agreement (RFQ No. PS005-21), with a not-to-exceed amount of \$25,000.00 per year, for a total contract amount of \$75,000.00.

DULY ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

01-28-21P05:06 RCVD

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer [Signature] ASAP

Project Name: Award RFQ PS005-21 ON-CALL Professional Engineering Service for the Electric Dept Projects Three (3) year agreement to Stewart Engineering, Inc.

Project Location: Electric Department

Presented to City Council: 2/8/2021

Funding Request Sponsor: Mike Allison, Electric Superintendent
Sherry Sullivan, Mayor

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 25,000.00 \$25,000 per year, total of \$75,000

Vendor: Stewart Engineering, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized
Inventoried

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 003-50290
G/L Acct Name: Professional Services

Grant: _____ Federal - not to exceed amount
State
City
\$0.00 Local

Project Budgeted: \$ 25,000.00 Draft FY2021 Budget
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ -

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

Comments: Three Year Agreement \$25,000.00 per year

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Manager

Mayor

Purchasing Memo Date: 1/25/2021

Purchasing Memo Date: 1/25/2021

Delivered To Date: 1/28/2021

Request Approved Date: 1/28/2021

Request Approved Date: 1/28/2021

Approved Date: _____

Signatures: [Signature]
Kim Creech

[Signature]
Jill Cataniss, MBA

[Signature]
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOM
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: January 25, 2021

Re: **Requesting greensheet and approval by Council of NOT-TO-EXCEED fee of \$25,000 in FY2021 budget for Electric Department for RFQ PS005-21 ON-CALL Professional Engineering Services for the Electric Dept Projects --Three Years**

The **Electric Superintendent, Mike Allison**, and the **Superintendent of Utilities, Mayor Sherry Sullivan**, have requested the approval of an electric engineering consultant on an ON-CALL basis for smaller projects during the year. Council approved the award be made to **Stewart Engineering, Inc** with Resolution 3911-20, on December 14, 2020.

The recommendation is that Council approve the RFQ awarded to **Stewart Engineering, Inc.** in an amount **Not-to-Exceed TWENTY-FIVE THOUSAND (\$25,000)** for each of the **THREE YEARS** of the **CONTRACT**, the total amount for the contracted three years would be **\$75,000**.

Please place on the next City Council Agenda this request to approve the **NOT-TO EXCEED** amount of **\$25,000** yearly for three years to **Stewart Engineering Inc.** who is awarded **RFQ PS005-21 ON-CALL Professional Engineering Services for the Electric Dept Projects --Three Years**

CC: file, Mike Allison, Sherry Sullivan

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

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

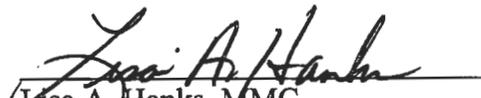
RESOLUTION NO. 3911-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Stewart Engineering, Inc. to perform On Call Professional Engineering Services for the Electric Department (RFQ No. PS005-21), and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF DECEMBER, 2020


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, that City Council approves Amendment No. 2 to the Contract and amending Resolution No. 3097-18 for RFQ No. PS014-18, Professional Engineering Services for Sawgrass Consulting, LLC for Wastewater Collection and Transmission System Improvements for Project # 1: Church Street Outfall Transmission System for CE&I Services at an estimated cost of \$393,859.98; and authorize the Mayor to execute the Contract Amendment.

DULY ADOPTED THIS 8TH DAY OF JANUARY, 2021

Jack Burrell, Council President

Attest:

Kimberly Creech,
City Treasurer

[Handwritten Signature]

City of Fairhope
Project Funding Request

Issuing Date: 2/2/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Amendment No. 2 for CE&I Services to the Contract for RFQ No. PS014-18 Church Street Utility and Drainage Improvements for the Utility's Dept

Project Location: Church Street

Presented to City Council: 2/8/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Terry Holman, Gas Superintendent
Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 393,859.98

Vendor: Sawgrass Consulting, LLC

Project Engineer: n/a

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

Department Funding This Project

General **Gas** Electric **Water** **Sewer** Gas Tax **Cap Project** Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: XXX-16075
G/L Acct Name: Utility Five Year Improvements

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 89,584.87 Impact Fees FY2021 Transportation
Balance Sheet Item- \$ 304,275.11 Draft FY2021 Budget
Included in projected cash flow \$0.00

Over (Under) budget amount: \$ _____ -

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

Comments: Resolution #3097-18 authorized Sawgrass Consulting, LLC to perform Professional Engineering Services for Church Street Outfall Transmission System for the Sewer Department with a not-to-exceed amount of \$351,921.00, which included CE&I services. Resolution 3509-19 removed the not-to-exceed to a percentage of bids and to amend the contract once the bidding for the project has been completed and awarded.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Manager

Mayor

Purchasing Memo Date: 2/1/2021

Purchasing Memo Date: 2/1/2021

Delivered To Date: 2/2/2021

Request Approved Date: 2/2/2021

Request Approved Date: 2/2/2021

Approved Date: _____

Signatures: *Kim Creech*
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Sherry Sullivan
Mayor Sherry Sullivan



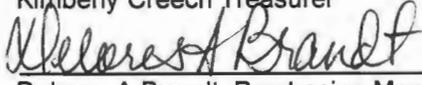
MEMO

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: Kimberly Creech Treasurer
From: 
Delores A Brandt, Purchasing Manager

Date: February 1, 2021

Re: Requesting greensheet and City Council approving **Amendment No.2 for CEI Services** to the Contract for **RFQ No. PS014-18, Professional Engineering Services for Wastewater for Project.**

The **Director of Public Works, Richard Johnson, and EOR, Sawgrass Consulting, LLC**, have requested amending the Contract for **RFQ No. PS014-18, Professional Engineering Services for Project #1: Church Street Outfall Transmission System to include CEI fees** not included in the original contract which was for Design and Master planning (see attached). The total project price is **\$5,237,499.70 as contracted with Asphalt Services Inc on June 10, 2020** for Bid 010-20 Church St Utility and Drainage Improvements. The CEI services are calculated at 7.52% for projects over \$2 mil, in this case that is **THREE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND NINETY-EIGHT CENTS (\$393,859.98)**

Please compose a greensheet and move this forward to the next available City Council agenda to approve Amendment No. 2 (for CEI Services) to Contract for RFQ No. PS014-18, Professional Engineering Services for Wastewater Collection and Transmission System Improvements for Project #1: Church Street Outfall Transmission System in the not to exceed amount of \$393,859.98.

Cc: file

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

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

CHURCH STREET UTILITY/DRAINAGE IMPROVEMENT ALLOCATION

UTILITY	COST FROM BID	ASSOCIATED ROAD COSTS	TOTAL ALLOCATION	CE&I Fees
SEWER	\$ 1,345,058.00	\$ 901,055.23	\$ 2,246,113.23	42.89% 168,907.72
WATER	\$ 518,841.35	\$ 347,572.16	\$ 866,413.51	16.54% 65,154.30
GAS	\$ 559,125.95	\$ 374,558.84	\$ 933,684.79	17.83% 70,213.10
STORM	\$ 798,131.95	\$ 180,354.03	\$ 978,485.98	18.68% 73,582.15
SIDE WALKS	\$ 174,102.20	\$ -	\$ 174,102.20	3.32% 13,092.49
ROADWAY / ALL SITES	\$ 1,803,540.25			
TELECOM	\$ 38,700.00		\$ 38,700.00	0.74% 2,910.24
TOTAL	\$ 5,237,499.70		\$ 5,237,499.70	393,859.98

CITY OF FAIRHOPE
 IMPACTS FEES ACCOUNTS

		POLICE	FIRE	TRANS- PORTATION	PARKS / RECREATION	TOTAL	
FY 2020							
	FY2020 Budget	40,000.00	225,000.00	250,000.00	550,000.00	1,065,000.00	
	Total Revenues	124,469.40	148,963.61	207,126.75	492,084.90	972,644.66	
	NSF Check collected	17.50	96.50	112.50	273.50	500.00	
	Total interest	3,165.71	11,387.39	7,932.61	11,844.63	34,330.34	
		<u>127,652.61</u>	<u>160,447.50</u>	<u>215,171.86</u>	<u>504,203.03</u>	<u>1,007,475.00</u>	
11/1/2019	Wire Transfer to General Fund				(884,568.56)	(884,568.56)	
12/20/2019	Transferred to Capital Project Fund			(300,000.00)	(25,000.00)	(325,000.00)	
12/20/2019	Transferred from CP				126,000.00	126,000.00	
6/26/2020	Transferred to General Fund	(15,690.00)				(15,690.00)	
6/26/2020	Transferred to General Fund				(76,428.00)	(76,428.00)	
6/26/2020	Transferred to General Fund				(300,000.00)	(300,000.00)	
8/12/2020	Transferred to General Fund	(43,107.44)				(43,107.44)	
8/12/2020	Transferred to General Fund				(23,067.20)	(23,067.20)	
8/31/2020	Transferred to General Fund		(8,855.10)			(8,855.10)	
9/30/2020	Transferred to General Fund				(20,256.26)	(20,256.26)	
		<u>(58,797.44)</u>	<u>(8,855.10)</u>	<u>(300,000.00)</u>	<u>(1,203,320.02)</u>	<u>(1,570,972.56)</u>	
	Bank Balance as of 9/30/2020	313,378.00	1,103,388.07	740,805.85	878,696.84	3,036,268.76	-
		<u>313,378.08</u>	<u>1,103,387.91</u>	<u>740,805.76</u>	<u>878,697.04</u>	<u>3,036,268.79</u>	GL Cash
		(0.08)	0.16	0.09	(0.20)		
	FY2020 roll over projects						
	Construct Ammunition Building-Police	(40,000.00)				(40,000.00)	
	FY2020 Resurfacing-Capital Project			(200,000.00)		(200,000.00)	
	Church St drainage FY2020			(300,000.00)		(300,000.00)	
	Boys and Girls Club Play Ground				(150,000.00)	(150,000.00)	
	ADA Platform and Ramps at Stadium				(160,000.00)	(160,000.00)	
	Expand Tennis Parking Lot 66'x100'						
		<u>(40,000.00)</u>	<u>-</u>	<u>(500,000.00)</u>	<u>(310,000.00)</u>	<u>(850,000.00)</u>	
	Estimated Bank Balance as of 9/30/20	273,378.00	1,103,388.07	240,805.85	568,696.84	2,186,268.76	
	FY2021 Budget Projects						
	Projected Revenue	120,000.00	150,000.00	200,000.00	475,000.00	945,000.00	
	Volanta Park Baseball Project				(970,000.00)		
	Fire Truck for Station #1		(331,000.00)				
	Church St drainage FY2021			(150,000.00)			
	Oak & Section drainage FY2021			(125,000.00)			
	Brown Street			(27,762.95)			
	Projected Balances ending FY2021	393,378.00	922,388.07	138,042.90	73,696.84		

Dee Dee Brandt

From: Kimberly Creech
Sent: Monday, February 1, 2021 3:43 PM
To: Dee Dee Brandt; Lisa A. Hanks, MMC
Cc: Jill Cabaniss
Subject: FW: Sawgrass Consulting - Church Street Wastewater System Improvements

Lisa,

Can we add to the 2/08 meeting?

Thanks,

Kim

From: Richard Johnson <richard.johnson@fairhopeal.gov>
Sent: Monday, February 1, 2021 3:28 PM
To: Belinda Job <belinda.job@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>; Kimberly Creech <kim.creech@fairhopeal.gov>; Sherry Sullivan <sherry.sullivan@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Subject: RE: Sawgrass Consulting - Church Street Wastewater System Improvements

After a good general discussion with all parties it has been concluded that Purchasing will prepare an Amendment (#2) to the contract with a proper resolution to memorialize the fee for CE&I at a NTE amount of \$393,859.98 and submit for Council Action – Thanks, RDJ

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

From: Richard Johnson
Sent: Monday, February 1, 2021 2:53 PM
To: Belinda Job <belinda.job@fairhopeal.gov>; Dee Dee Brandt <deedee.brandt@fairhopeal.gov>
Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>; Kimberly Creech <kim.creech@fairhopeal.gov>; Sherry Sullivan <sherry.sullivan@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Subject: RE: Sawgrass Consulting - Church Street Wastewater System Improvements

Belinda and Dee Dee:

As you know we all kind of inherited this project. There is an Amendment to the Contract that is signed and executed that allocates the following:

CE&I – 7.52% for projects over \$2,000,000.00 – so 7.52% calculates to \$393,859.98 which correlates to the amount on the invoice. I was not involved in the enabling Resolutions that awarded the project other than working with Kim to divvy up cost center allocations.

What I haven't seen is a specific resolution funding the exact amount of \$393,859.98 – however there exists an executed contract that agrees to the amount in a less than direct manner.

I need you to advice on how to proceed.

Thanks,

RDJ

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

From: Belinda Job <belinda.job@fairhopeal.gov>
Sent: Monday, February 1, 2021 12:53 PM
To: Dee Dee Brandt <deedee.brandt@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>
Cc: Jennifer Bush <jennifer.bush@fairhopeal.gov>; Kimberly Creech <kim.creech@fairhopeal.gov>; Sherry Sullivan <sherry.sullivan@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Subject: FW: Sawgrass Consulting - Church Street Wastewater System Improvements

I have received the attached Sawgrass invoice for a draw on the CE&I contract amount of \$393,859.98 (7.52% of \$5,237,499.70).

Per the information in the below e-mail from Kim on 5/7/20 and Amendment #1 (copy attached), there would be a separate amendment to the contract for the CE&I services. I know there was a lot of discussion back and forth with the cost of the project coming in at such a higher amount than originally estimated, but I am not able to find where the CE&I was ever addressed again with Council.

Do you have any information you can provide that authorizes me to process this invoice? The last resolution was 3509-19 which removed the CE&I estimate.

If I can provide any additional information, please just give me a call.

Thank you,

Belinda Job

Treasury Assistant
City of Fairhope
PO Drawer 429
Fairhope, AL 36533
(251) 990-0115 Office
(251) 302-7542 Fax

From: Kimberly Creech <kim.creech@fairhopeal.gov>
Sent: Thursday, May 7, 2020 1:12 PM
To: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks,

MMC <Lisa.Hanks@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>; Jack Burrell <Jack.Burrell@fairhopeal.gov>; Belinda Job <belinda.job@fairhopeal.gov>

Subject: RE: Sawgrass Consulting - Church Street Wastewater System Improvements

Lisa,

To clarify, please do a resolution for the next council meeting. Originally Resolution #3097-18 authorize Sawgrass Consulting, LLC to perform Professional Engineering Services for Projection Number 1: Church Street Outfall Transmission System for the Sewer Department with a not-to-Exceed amount of \$351,921.00, which included CE&I work. On September 9, 2019, resolution #3509-19 was approved to remove the "Not to Exceed" \$164,145.00 for Survey Services, Preliminary Design, Master Planning, Design, Permitting and Procurement to an estimate. Resolution 3509-19 changed the estimated 5.75% of \$5,237,499.70. The new estimated is \$316,156.23 for Survey Services, Preliminary Design, Master Planning, Design, Permitting, Procurement. The CE&I work will be added as an Amendment to the contract once the Bidding for the project has been completed. We need to authorize to pay invoice dated 2/28/2020 in the amount of \$170,248.77.

If you need additional information, please let me know.

Thanks,

Kim Creech

City Treasurer

City of Fairhope

161 N. Section Street

P.O. Drawer 429

Fairhope, AL 36533

Phone: 251-929-0346

Email: kim.creech@fairhopeal.gov

From: Kimberly Creech

Sent: Thursday, May 7, 2020 9:16 AM

To: Jack Burrell <Jack.Burrell@fairhopeal.gov>

Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>

Subject: FW: Sawgrass Consulting - Church Street Wastewater System Improvements

Jack,

Have you decide if we need to discuss in work session? We have not paid the current invoice. Waiting on clarification.

Thanks,

Kim

From: Kimberly Creech

Sent: Wednesday, April 29, 2020 7:45 AM

To: Jack Burrell <Jack.Burrell@fairhopeal.gov>

Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Michael Allison <michael.allison@fairhopeal.gov>; Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>; Richard Johnson <richard.johnson@fairhopeal.gov>

Subject: FW: Sawgrass Consulting - Church Street Wastewater System Improvements

Jack,

As we talked late yesterday, invoice is attached. My concern was the contract was \$149,145 and with the resolution 3509-19 Sawgrass increase their invoice for items we had already paid. Should this go back to council for clarification?

Thanks,

Kim

From: Belinda Job <belinda.job@fairhopeal.gov>

Sent: Wednesday, April 1, 2020 11:24 AM

To: Richard Johnson <richard.johnson@fairhopeal.gov>

Cc: Kimberly Creech <kim.creech@fairhopeal.gov>

Subject: Sawgrass Consulting - Church Street Wastewater System Improvements

Per your request, attached you will find the following:

1. Spreadsheet showing what has already been paid against original contract
2. Invoice dated 2/28/20, received 3/23/20 (\$170,248.77)
3. Original Contract (\$351,921)
4. Resolution 3097-18 (not-to-exceed \$351,921)
5. Amendment #1 Contract (\$164,145)
6. Resolution 3509-19 (at an estimated cost of \$164,145)

Please let me know if you need any additional information.

Thank you,

Belinda

City of Fairhope

AMENDMENT #2

to

**RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection
and Transmission System Improvements
Part #1 Church Street Outfall Transmission System--
Design and Master Planning**

This **Amendment #2** to Contract is made and entered into by and between the CITY OF FAIRHOPE, ALABAMA and **Sawgrass Consulting, LLC**, on this ____ day of _____, 20__.

Recitals

WHEREAS, **Sawgrass Consulting, LLC** was awarded a Contract to complete, **on a sliding scale basis (see attached)**, an as-built corridor survey of Church Street Right-of-Way from Fels Av to the wastewater treatment plant. This work will include location and identification of all known utilities (water, sewer, gas, telephone, fiber, electrical, etc.), storm drainage infrastructure, sidewalks, curb, trees in the ROW, roadway and topographic elevations, for the CITY OF FAIRHOPE on **June 26, 2018**; and WHEREAS, the intent of the Contract at that time for Part #1 is to include ONLY the Design and Master Planning portions of the proposal for this project.

WHEREAS, **Sawgrass Consulting, LLC** had submitted a proposal for Engineering of the project which was presented to City Council **included Design Fees, Master Planning and CE&I** for the total estimated amount. Once the Bid was actually submitted by contractor it was significantly more--**\$5,237,499.70** . The request for the work to be performed **at this time** is for **CEI Fees**, which are calculated at 7.52 % of the project amount which is **THREE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED FIFTY-NINE DOLLARS AND NINETY-EIGHT CENTS (\$393,859.98).**

Agreement

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

1. AMEND this contract to include the work at this time by the Engineer to include **CE & I** as described above,

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

CITY SIGNATURE

CITY OF FAIRHOPE, ALABAMA

Attest:

BY: _____
Sherry Sullivan, Mayor

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 Sherry Sullivan, whose names 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 _____ 20__.

NOTARY PUBLIC _____

My Commission Expires ____ / ____ / ____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____

Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

RESOLUTION NO. 3715-20

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

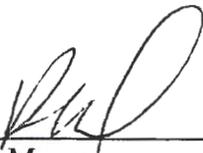
[1] That the City of Fairhope did request, receive, and open bids for Church Street Utility and Drainage Improvements for the Utilities and Public Works Departments (Bid Number 010-20) for the City of Fairhope.

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

Please see attached Bid Tabulation for
Church Street Utility and Drainage Improvements
for the Utilities and Public Works Departments

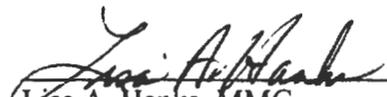
[3] After evaluating the bid proposals with the required bid specifications, Asphalt Service, Inc., with a total bid proposal of \$5,237,499.70, is now awarded the bid for Church Street Utility and Drainage Improvements for the Utilities and Public Works Departments.

Adopted on this 28th day of May, 2020



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk



30673 Sgt. E. I. "Boots" Thomas Drive, Spanish Fort, AL 36527
202 Government Street, Suite 225, Mobile, AL 36602
P: 251-544-7900
sawgrassllc.com

January 28, 2020

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

RE: Recommendation to Award – Church Street Utility and Drainage Improvements

Dear Honorable Karin Wilson,

Sawgrass Consulting has tabulated and certified the results of the bidder's proposals for the contract for the City of Fairhope Church Street Utility and Drainage Improvements received January 28, 2020. The proposal and qualifications of the lowest responsible bidder are in order; therefore we recommend that the City of Fairhope award the construction contract to Asphalt Services, Inc. (AL License No. 22479) for the base bid amount of \$5,198,799.70. If the council so chooses, the base bid plus alternate total amount is \$5,237,499.70.

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

Sincerely,

A handwritten signature in black ink that reads "Stephen Delahunty". The signature is fluid and cursive, with a large initial 'S' and 'D'.

Stephen Delahunty, PE

Enclosures

SECTION IX

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, entered into this 10th day of June 2020 ~~2019~~ by City of Fairhope, hereinafter called the Owner, Party of the First Part, and ASPHALT SERVICES, INC. a Corporation organized and existing under the laws of the State of ALABAMA, a Partnership consisting of _____ of the City of _____ in the State of _____, or _____, an individual, hereinafter called the Contractor, Party of the Second Part,

WITNESSETH: That the parties hereto do mutually agree as follows:

The Contractor shall furnish the labor, materials and perform the work for the construction of:

Church Street Utility and Drainage Improvements
Bid No. 010-20
Project No. 010-20

and other work, complete in place with all appurtenances, for the consideration of the unit prices set forth in the Contractor's proposal (estimated to total \$ 5,237,499.70) for the various items of work and in strict and entire conformity with the provisions of the Contract, the advertisement and proposal, the plans, general conditions, special provisions and supplemental specifications, and specifications prepared (or approved) and submitted by the Owner, copies of which are hereto attached, and which said plans and specifications and the advertisement and the proposal are hereby made a part of this agreement as fully and to the same effect as if the same has been set forth at length in the body of this Agreement.

The work shall be commenced within ten (10) days of the date specified in a work order to be issued to the Contractor by the Owner, or its authorized representative, and shall be completed within TWO HUNDRED FIFTY (250) working days from and after the commencement date stipulated in said work order. It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the construction of the Work is not completed within the time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the first party may retain as liquidated damages, \$550.00 for each calendar day beyond the required date of completion.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

WITNESS:

NAME OF OWNER

Laurie S. Willcutt

BY: [Signature]

Mayor
Official Title

WITNESS:

NAME OF CONTRACTOR

ASPHALT SERVICES, INC.

Laurie S. Willcutt
(Laurie S. Willcutt, Admin. Asst.)

BY: [Signature]
Greg Smith, Senior Project Manager

11045 Old Highway 31 Spanish Fort, Al. 36527
Business Address

(251) 621-9325
Telephone Number

63-1062122
Federal ID #

I, Charles A. Renfro, certify that I am the President of the corporation named as Contractor herein that Greg Smith, who signed this Contract on behalf of the Contractor, was then Senior Project Manager of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporation by authority of its corporate powers.

[Signature]
(CORPORATE SEAL)

STATE OF ALABAMA)

COUNTY OF Baldwin)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Karin Wilson whose name as Mayor of City of Fairhope 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 the within instrument, he, as such officer and with full authority executed the same voluntarily and as the act of said corporation.

Given under my hand and Official Seal this the 10th day of June, 2020

Rosanna Gayle Fogarty
NOTARY PUBLIC

MY COMMISSION EXPIRES

ROSANNA GAYLE FOGARTY
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 13, 2024

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ***** Charles A. Renfro whose name as President of ASPHALT SERVICES, INC. ***** acknowledged before me on this day that, being informed of the contents of the within instrument he, in his capacity as such, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 1st day of June, 2020

Laurie S. Willcutt
NOTARY PUBLIC

March 10, 2024

MY COMMISSION EXPIRES

 **LAURIE S. WILLCUTT**
My Commission Expires
March 10, 2024

Individual or Partnership

(Individual or Partnership)

(Print Name of Partner)

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

(Print Name of Partner)

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

N/A

(Address)

(Address)

(Address)

Phone Number () Fax Number ()

Primary e-mail address

Alabama CONTRACTOR's License No. (If required) Foreign Corporation Entity ID

If Corporation or LLC

Company ASPHALT SERVICES, INC.

State of Incorporation ALABAMA

Company Representative Greg Smith, Senior Project Manager

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

Company Representative *[Signature]*

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

Address 11045 Old Highway 31

Spanish Fort, Al. 36527

Phone Number (251) 621-9325 Fax Number (251) 621-9393

Primary e-mail address asi@asi-gc.com

Alabama CONTRACTOR's License No. (If Required) 22479 Foreign Corporation Entity ID N/A

Notary for Individual or Corporation

STATE OF ALABAMA }

COUNTY OF BALDWIN }

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

as Senior Project Manager respectively, of ASPHALT SERVICES, INC.

title

company name

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

Given under my hand and Notary Seal on this 1st day of June, ²⁰²⁰~~2018~~

[Signature]

Notary Public

My commission expires 3 / 10 / 2024



RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Beverage Vending and Concessions 2021 – Three Year for the Recreation Department for the Recreation Department (Bid Number 006-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[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 Beverage Vending and Concessions 2021 – Three Year for the Recreation Department Bid No. 006-21; and authorize the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



1/21/21 10:52 AM

MEMO

To: Kimberly Creech, Treasurer

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

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Date: January 21, 2021

Re: City Council approval to reject all bids for **Bid No. 006-21 Beverage Vending and Concessions 2021—Three Year**

Lisa A. Hanks, MMC
City Clerk

The Recreation and Parks Director, Pat White, needs a vendor to provide Beverage and Vending Concessions at various locations throughout the City. This vendor will also need to enter into a Franchise agreement with the City.

Kimberly Creech
City Treasurer

Bid No 006-21 Beverage Vending and Concessions 2021—Three Year was issued on November 25, 2020, to the two vendors. Responses were received until 10:00 a.m., December 8, 2020. A tabulation and recommendation was composed (see attached). There were two (2) vendors to whom the bid was sent, and the bid was properly advertised. We received only one bid. The **recommendation is to reject all bids**. And have the Mayor negotiate a fee with the one bidder.

Please place on the next City Council Agenda this request to reject all Bid responses for Bid No. 006-21 Beverage Vending and Concessions 2021—Three Year, and allow Mayor to negotiate a fee for the contract.

Cc: file, Pat White, Randy Weaver

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

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

City of Fairhope Tabulation

BID 006-21 Beverage Vending and Concession - 3 Year

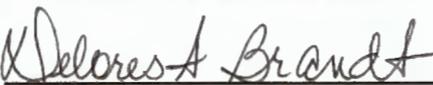
Bid Opening: Tuesday, November 24, 2020, 9:00 a.m.

	Buffalo Rock	Coca-Cola Bottling
Executed Bid Documents	NO BID	YES
20% of Gross Receipts (Y/N)		YES
7.5 oz can soft drink		\$ 0.32
12 oz can soft drink		\$ 0.38
12 oz plastic bottle soft drink		\$ 0.67
12 oz plastic bottle name brand water		\$ 0.38
20 oz plastic bottle soft drink		\$ 0.71
20 oz. plastic bottle name brand water		\$ 0.46
20 oz plastic bottle sports drink		\$ 0.71
2.5 gal bag in a box syrup		\$ 20.14
3.0 gal bag in a box syrup		NO BID
5.0 gal bag in a box syrup		\$ 20.03
Co2 deposits		\$ 27.80
Co2 canisters		\$ 65.00
TOTAL (PER ONE EACH UNIT)		\$ 136.60

**Price per gallon*

RECOMMENDATION: Award bid to Coca-Cola Bottling Corporation

To the best of my knowledge this is an accurate bid tabulation.

_____	1 / 1
Pat White	Date
Director, Parks and Recreation	
	1 12/1/21
Delores Brandt	Date
Purchasing Manager	

RESOLUTION NO. ____

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

[1] That the City of Fairhope did request, receive, and open bids for Fairhope Connect Newsletter Printing and Re-Bid with new name of Newsletter and specifications for the Community Affairs Department (Bid Number 013-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, we request that all bids be rejected for Bid No. 013-21 Fairhope Connect Newsletter Printing and Re-Bid with new name of Newsletter and specifications for the Community Affairs Department; and authorizes staff to rebid.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

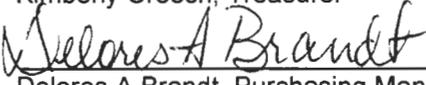
Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer
From: 
Delores A Brandt, Purchasing Manager

Council Members
Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOM
Jimmy Conyers
Corey Martin

Date: January 20, 2021

Re: Requesting City Council approval to reject all bids for **Bid No. 013-21 Fairhope Connect Newsletter Printing and Re-bid with new name and Specifications,**

Lisa A. Hanks, MMC
City Clerk

The Director of Economic and Community Development, Jessica Walker, has need for the turnkey pricing of a monthly newsletter. The newsletter will be distributed throughout the City and mailed to customers.

Kimberly Creech
City Treasurer

Bid No. 013-21 Fairhope Connect Newsletter Printing was issued on 12/23/2020, to multiple vendors and opened on January 12, 2021, 10:00 AM. It was decided that a change in the newsletter name was in order after the bid was opened.

A Tabulation and Recommendation was composed (see attached). Four responses were received. The recommendation by the Director of Economic and Community Development is to reject all bids and rebid with name change of the newsletter and new specifications.

Please place on the next City Council Agenda this request to reject all bids for Bid No. 013-21 Fairhope Connect Newsletter Printing and rebid with new name and specifications

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file, Jessica Walker, Page Crawford

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

City of Fairhope Tabulation

BID 013-21 Fairhope Connect Printing

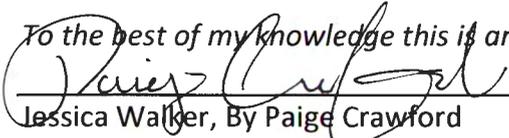
Bid Opening: Tuesday, January 12, 2021, 10:00 a.m.

Rocky Heights Print And Binding
 Southeastern Press Inc
 The Ups Store #1918
 The Ups Store #2350
 Underwood Printing Inc.

Executed Bid Documents	Addenda (3)	Glossy Not Recycled Per Copy	Matte Not Recycled Per Copy	Glossy Recycled Per Copy	Matte Recycled Per Copy

RECOMMENDATION: Reject all Bids and rebid with new name of newsletter and new specifications.

To the best of my knowledge this is an accurate bid tabulation.

 1/12/2021
 Jessica Walker, By Paige Crawford Date

Economic and Community Development Director

 1/12/2021
 Delores Brandt Date

Purchasing Manager

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of Bid No. 020-20, Lift Station Odor Control Chemical for the Sewer Department, with ChemStation Gulf Coast for an additional one year, as per the terms and conditions of the original contract. The total bid proposal of \$5.70 per metered gallon, for an estimated annual cost of \$213,248.40.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

251-928-6776

Sherry Sullivan
Mayor

To: Kimberly Creech, Treasurer

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

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Date: January 20, 2021

Re: Request City Council to approve **Extension 1 of Bid 020-20 Lift Station Odor Control Chemical**

Lisa A. Hanks, MMC
City Clerk

The Contract for the subject bid was executed on March 23, 2020 and awarded to **CHEMSTATION GULF COAST**. The Contract will terminate on March 23, 2021. The Superintendent, Jason Langley, and Tim Manuel, Assistant Superintendent, requests that the City exercise the option of extending the bid one additional year to March 22, 2022.

Kimberly Creech
City Treasurer

The Vendor has agreed to Extension 1, **with all terms and conditions of the bid award, including pricing, remaining the same** (see attached email).

Please place on the next City Council agenda this request to approve the Extension 1 of the Contract for Bid 020-20 Lift Station Odor Control Chemical to CHEMSTATION GULF COAST for the rates set on the ORIGINAL contract and calculated at \$5.70 per metered gallon consumed, approximately \$213,248.40.

Cc: File, Jason Langley, Tim Manual

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

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

City of Fairhope

**Extension 1 of Bid No 020-20
Lift Station Odor Control**

This **EXTENSION NO.1 of CONTRACT** ("Extension") is made this ____ day of _____, 20____, for the purpose of extending the agreement known as **Bid No 020-20 Lift Station Odor Control Chemical 2020**, executed on March 23, 2020 ("Original Contract") between the **City of Fairhope** and **CHEMSTATION GULF COAST** (the "Parties").

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

Bid No 020-20 Lift Station Odor Control

and will end on **March 22, 2021**.

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the original time period **March 22, 2021** and **will end on March 22, 2022**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: **Sherry Sullivan, Mayor**

BY: **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** 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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

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

Notary Public _____

My Commission Expires: _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to 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 \$27,992.42.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/28/2021

01-28-21 09:55 REV D
Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Annual Support Agreement Renewal with Motorola Solutions for radio system

Project Location: Police

Presented to City Council: 2/8/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution #: _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 27,992.42

Vendor: Motorola Solutions, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 **Police-15** Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marine-34 Plan/Zone

Project will be: Expensed XXX
 Capitalized
 Inventoried

Funding Source: Operating Expenses XXX
 Budgeted Capital
 Unfunded

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

Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City
\$0.00 Local

Project Budgeted: \$ 27,000.00 Draft FY2021 Budget
 Balance Sheet Item Included in projected cash flow \$0.00

Over (Under) budget amount: \$ 992.42

Comments: Contract Service Agreement 03/01/2021-02/28/2022

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer	Finance Manager	Mayor
Purchasing Memo Date: <u>1/21/2021</u>	Purchasing Memo Date: <u>1/21/2021</u>	Delivered To Date: <u>1/28/2021</u>
Request Approved Date: <u>1/28/2021</u>	Request Approved Date: <u>1/28/2021</u>	Approved Date: _____
Signatures: <u><i>Kimi Creech</i></u> Kimi Creech	<u><i>Jill Cabaniss</i></u> Jill Cabaniss, MBA	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

Karin Wilson
Mayor

To: Kim Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: January 21, 2021

Council Members:

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

Re: Requesting greensheet and City Council approval of budgeted procurement for 2021 Service Agreement for Dispatch Console through Sole in an amount **more** than the \$10,000 limit for Council Approval

Lisa A. Hanks, MMC
City Clerk

The City I.T. Department needs to procure the annual renewal of the Motorola Service Agreement for the Dispatch Consoles for the Police Department. The Service Agreement Renewal is available through a Sole Source, MOTOROLA SOLUTIONS, INC, at a cost of **TWENTY-SEVEN THOUSAND NINE HUNDRED NINETY-TWO DOLLARS AND FORTY-TWO CENTS (\$27,992.42)**. This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure. It does not have to be bid, per the following Section of the Code of Alabama 1975, which states in part:

Section 41-16-51

Contracts for which competitive bidding not required.

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

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

Please compose and have approved a greensheet, and City Council to approval of the procurement of the Annual Renewal of the Service Agreement for dispatch Console at a cost of \$27,992.42 from Motorola Solutions, Inc.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CC: file, J Montgomery

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 1/21/2021

Department: IT on Behalf of Police Department

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Maintenance Renewal
2. **What is the total cost of the item or service?** \$27,992.42
3. **Where will the item or service be physically located?** Click or tap here to enter text.
4. **What is the primary function of the item or service?** For Police Radio System
5. **How many do you need?** Click or tap here to enter text.
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** Click or tap to enter a date.
8. **Additional Information or Comments:** Click or tap here to enter text.

BUDGET INFORMATION

1. **Is it budgeted?** Yes No Emergency Request
2. **If budgeted, what is the budgeted amount?** \$27,000
3. **What is the Capital Project Name or Operating Budget Code:** Police - 50380
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY

Vendor Name: **Vendor Number:** Click or tap here to enter text.

Current Business License: Yes No



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1361942
Contract Number: USC000006351
Contract Modifier: R31-OCT-20 12:21:42

Date: 10/31/2020

Company Name: FAIRHOPE, CITY OF
Attn:
Billing Address: 107 N SECTION ST
City, State, Zip: FAIRHOPE , AL, 36532
Customer Contact:
Phone:

Required P.O. :
Customer # : 1036770164
Bill to Tag # :
Contract Start Date : 01-Mar-2021
Contract End Date : 28-Feb-2022
Anniversary Day : Feb 28th
Payment Cycle : ANNUALLY
PO # :

Qty	Service Name	Service Description		
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES		
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING		
	SVC02SVC0343A	RELEASE IMPACT TRAINING		
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II		
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC		
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE		
			Subtotal - Recurring Services	\$0.00 \$27,992.42
			Subtotal - One-Time Event Services	\$0.00 \$0.00
			Total	\$0.00 \$27,992.42
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

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

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1361942
Contract Number: USC000006351
Contract Modifier: R31-OCT-20 12:21:42

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Trinece Y Henry	470-330-7429	

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : FAIRHOPE, CITY OF
Contract Number : USC000006351
Contract Modifier : R31-OCT-20 12:21:42
Contract Start Date : 01-Mar-2021
Contract End Date : 28-Feb-2022



March 18th, 2020

City of Fairhope
107 N Section St
Fairhope, AL 36532
Attn.: Jeff Montgomery

Dear Jeff,

Motorola, Inc. is the leader in communications systems for the Government and Public Safety market. The systems we manufacture and maintain include commercially available products, proprietary hardware and software components, which combine to produce premier communication capabilities for the City of Fairhope.

Motorola partner Team One Communications is the only service provider in this region authorized to perform maintenance services on your Astro dispatch consoles. In order to protect your system investment, any factory certified modifications or enhancements to the hardware or software for your system should be provided by Motorola. Furthermore, Motorola provides advanced services solutions that will help maximize the performance of your network and provide optimal efficiency. Our comprehensive suite of services follows a total lifecycle framework which means complete end-to-end coverage of your network.

Motorola Services collaborates with you to meet the needs of your organization and your end users. Our long-standing industry partnerships and expertise have helped make us the premier vendor of end-to-end voice and data applications delivery solutions for government and public sector organizations. First-response organizations around the world trust Motorola to deliver technology that's second nature — seamlessly connecting users to real-time information and allowing them to focus on their missions, not the technology. Trust us to securely design, integrate, support, operate and manage your essential communications networks.

We will work with you in a flexible manner that is appropriate to meet your needs and goals — ultimate control always remains with you.

If you have any questions, do not hesitate to contact me directly. We look forward to continuing to provide you with the best-in-class hardware, software and services.

Sincerely,

Charles Benson
Customer Support Manager

MOTOROLA, INC.
Government and Public Safety Division



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1361942
Contract Number: USC000006351
Contract Modifier: R31-OCT-20 12:21:42

Service Terms and Conditions

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

Section 1. APPLICABILITY

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

Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

Section 3. ACCEPTANCE

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

Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1361942
Contract Number: USC000006351
Contract Modifier: R31-OCT-20 12:21:42

Section 6. TIME AND PLACE OF SERVICE

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

Section 7. CUSTOMER CONTACT

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

Section 8. INVOICING AND PAYMENT

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

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

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

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

Section 10. DEFAULT/TERMINATION

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

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-1361942
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Contract Modifier: R31-OCT-20 12:21:42

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-1361942
Contract Number: USC000006351
Contract Modifier: R31-OCT-20 12:21:42

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

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

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

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

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

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

Revised June 16, 2018

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 for a Fence located to the South at the Public Works Facility damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to fifteen (15) contractors as well as multiple State agencies for MBE and DEB consideration. The City received three quotes; and awards the project to Consolidated Fence Co. in the amount of \$11,667.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer by: ASAP
01-23-21 P03:03 RCVD

Project Name: Procurement of a Fence located to the South at the Public Works Facility damaged by Hurricane Sally

Project Location: Public Works Facility

Presented to City Council: 2/8/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Supervisor Streets and Facilities Maintenance

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 11,667.00

Vendor: Consolidated Fence Co

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 **Street-35** Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001350-60475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ _____ - FEMA reimbursement 67.5%
Balance Sheet Item- Included in projected cash flow \$0.00

Over (Under) budget amount: \$ 11,667.00

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

Capital Lease: _____ - Payment _____ Term _____

Comments: Insurance claim has been filed. Once insurance claim is done, then FEMA claim will be submitted.

City Council Prior Approval/Date? _____

City Treasurer: _____ Finance Manager: _____ Mayor: _____

Purchasing Memo Date: 1/21/2021 Purchasing Memo Date: 1/21/2021 Delivered To Date: 1/28/2021

Request Approved Date: 1/28/2021 Request Approved Date: 1/28/2021 Approved Date: _____

Signatures: Kim Creech Jill Sabatino, MBA Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

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

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: January 21, 2021

Re: Placement on City Council agenda to approve acquisition of replacing the Public Works Facility South Fence damaged by Hurricane Sally (FEMA 4563) for the Streets and Facilities Maintenance Department in Public Works

The Public Works Director, Richard Johnson and Streets and Facilities Maintenance Supervisor, George Ladd, have need to replace the fence located to the South at the Public Works Facility that was damaged in Hurricane Sally (FEMA 4563) on or about September 15, 2020.

Quotes for the Public Works South Fence replacement were sent to fifteen (15) contractors as well as multiple state agencies for MBE and DBE consideration, was posted on the City website, and in the Public Utilities Building lobby. The City received three quotes and the Director of Public Works recommends the award be made to **Consolidated Fence Co.** in the amount of **ELEVEN THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND ZERO CENTS (\$11,667.00).**

Please prepare a greensheet and place on the next City Council Agenda this request to award the replacement of the Public Works Facility South Fence that was damaged in Hurricane Sally (FEMA 4563) from Consolidated Fence Co. in the amount of \$11,667.00.

Cc: File, R. Johnson, G. Ladd

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

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

City of Fairhope Tabulation
Public Works South Fence Replacement
Opens: Tuesday, January 20, 2021, 10:00 a.m.

	LUMP SUM PRICE
Consolidated Fence Co.	\$ 11,667.00
Hagan Fence	\$ 19,611.20
Cooper Fence Company	\$ 20,230.00
Coast Fence and Materials, Inc.	NO RESPONSE
Colony Fence	NO RESPONSE
Alabama Fence and Play	NO RESPONSE
Baldwin County Fence	NO RESPONSE
Bay Area Fence	NO RESPONSE
Can't Be Beat Fence	NO RESPONSE
Columbus Fence	NO RESPONSE
Coston General Contractors	NO RESPONSE
E-J Builders	NO RESPONSE
Gulf Coast Fence	NO RESPONSE
Perimeter Fence and Deck	NO RESPONSE
US Fence and Gate	NO RESPONSE
Baldwin County Construction, Inc	NO RESPONSE

RECOMMENDATION: Award to Consolidated Fence Co.

To the best of my knowledge this is an accurate bid tabulation.

Richard Johnson, PC

/ /

Richard Johnson
 Director of Public Works

Date

Dee Dee Brandt

DeeDee Brandt (Jan 21, 2021 13:55 CST)

/ /

Delores Brandt
 Purchasing Manager

Date

2. Stringer shall be connected with 6-inch Strong-Drive® SDWH TIMBER-HEX HDG Screw (Model SDWH27600G – or equal) two per connection.
 3. Pickets shall be connected with Deck-Drive™ DSV WOOD Screw (Model DSVR212R or equal) – two per connection.
 4. All hardware shall be either coated, hot dipped galvanized or stainless steel.
- vii. GATES:
1. Provide additional horizontal, vertical, and diagonal members to ensure proper gate operation and for attachment of wood, hardware and accessories. Consult manufacturer as necessary.
 2. Accessibility: Gate stops, latches and locks shall be accessible from either side of gate.
 3. Types: Man Gates and Truck Gates
 - a. Man Gates – Existing 4-foot man gate shall be retained and incorporated into new fence system. This is a chain link with slats and magnetic key-code locking mechanism. Power shall be reset to new fence structure.
 - b. Truck Gates – Existing 18-foot truck gate shall be eliminated and filled by new fence panel. Existing steel gate frame and superstructure shall be retained by the City.
- b. Submittals:
- i. Drawings: Indicate plan layout, grid, size and spacing of components, accessories, fittings, anchorage, and post section.
 - ii. Data: Submit manufacturer's installation instructions and procedures, including details of fence installation.
- c. Warranty:
- i. Pressure Treated wood shall be warranted by the manufacturer for a minimum of 10 years. Labor to replace defective fence shall be warranted for 4 years.

**QUOTE/SUMMARY PRICE SHEET FOR
REPLACEMENT PRIVACY FENCING**

Name of Firm: Consolidated Fence Co. Contact: DAVID HARRÉ
 Address: 25451 State Hwy 181
 Email: dave@consolidatedfence.com Phone: 251-588-9009
 Manufacturer: _____ Model No./Name: _____

Items (Removal of Existing and Install New):

Fencing:	New 8 - Foot Privacy Fence (per foot)	<u>49.00</u>
	Total (X 238 feet – Lump Sum):	<u>11,642.00</u>

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 for Roof Repairs to Various Roofs at the Founders Park damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to eight (8) contractors as well as multiple State agencies for MBE and DEB consideration. The initial request received no quotes, so the City solicited quotes a second time and received one quote; and awards the project to Roof Doctors of Alabama in the amount of \$38,700.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

01-28-21P05:06 RCVD

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer By: [Signature] **ASAP**

Project Name: Procurement of roof repairs to various roofs at the Founders Park damaged by Hurricane Sally to Roof Doctor of Alabama, Inc.

Project Location: Founders Park

Presented to City Council: 2/8/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Supervisor Streets and Facilities Maintenance
Pat White, Recreation Director

Resolution #:
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 38,700.00

Vendor: Roof Doctor of Alabama, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 **Rec-25** Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be: **Funding Source:**

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

Expense Code: 001250-50475 **Grant:** _____ **Federal - not to exceed amount**
G/L Acct Name: Capital Improvements _____ **State**
_____ **City**
_____ **\$0.00** **Local**

Project Budgeted: \$ _____ - **FEMA reimbursement 87.5%**
Balance Sheet Item: _____
Included in projected cash flow: \$0.00

Over (Under) budget amount: \$ 38,700.00

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

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

Comments: Insurance claim has been filed. Once insurance claim is done, then FEMA claim will be submitted.

City Council Prior Approval/Date? _____

City Treasurer	Finance Manager	Mayor
Purchasing Memo Date: <u>1/28/2021</u>	Purchasing Memo Date: <u>1/28/2021</u>	Delivered To Date: <u>1/28/2021</u>
Request Approved Date: <u>1/28/2021</u>	Request Approved Date: <u>1/28/2021</u>	Approved Date: _____
Signatures: <u>[Signature]</u> Kim Creech	<u>[Signature]</u> Jill Capaniss, MBA	<u>[Signature]</u> Mayor Charly Hillier



MEMO

To: Kimberly Creech, Treasurer

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

Date: January 28, 2021

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: Placement on City Council agenda to approve acquisition of repairs to various roofs at Founders Park damaged by Hurricane Sally (FEMA 4563) for the Streets and Facilities Maintenance Department in Public Works

The Public Works Director, Richard Johnson, and the Streets and Facilities Maintenance Supervisor, George Ladd, have need to repair various roofs damaged at Founders Park as a result of Hurricane Sally (FEMA 4563) on or about September 15, 2020.

A quote for Recreation Center Roof Repairs was sent to eight (8) contractors as well as multiple state agencies for MBE and DBE consideration, was posted on the City website, and in the Public Utilities Building lobby satisfying both FEMA and Public Works procurement procedure requirements. The City did not receive any response to the request for quotes.

Since no quotes were received in the first request for response, the City of Fairhope solicited quotes a second time and received one response. The Director of Public Works recommends the award be made to **Roof Doctors of Alabama** in the amount of **THIRTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$38,700.00) total for all roofs listed in the quote (attached).**

Please prepare a greensheet and place on the next City Council Agenda this request to award the repair of various roofs at Founders Park damaged in Hurricane Sally (FEMA 4563) from ROOF DOCTORS OF ALABAMA in the amount of \$38,700.00.

Cc: File, R. Johnson, P. White, G. Ladd

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

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

**CITY OF FAIRHOPE TABULATION
 QUOTE ROOF REPAIRS FOUNDERS PARK
 DEADLINE TO SUBMIT: January 12, 2021, 9:30 a.m.**

Vendor	Lump Sum Price
Porter Roofing Contractors	NO RESPONSE
Roof Doctors of Alabama	NO RESPONSE
Allstop Waterproofing	NO RESPONSE
Apex Contracting Alabama	NO RESPONSE
5 Star Roofer	NO RESPONSE
Metal Roofing Center	NO RESPONSE
Mid-Western Commercial Roofers	NO RESPONSE
Thomas Roofing	NO RESPONSE

Recommendation: Solicit quotes in accordance with Public Works procurement procedures.

Richard Johnson, PC

Richard Johnson, Public Works Director

Date

Delores A. Brandt

Delores A. Brandt (Jan 27, 2021 14:23 CST)

Delores A. Brandt, Purchasing Manager

Date

Tabulation Quote Roof Repairs Founders Park

Final Audit Report

2021-01-27

Created:	2021-01-27
By:	Jennifer Bush (jennifer.bush@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzXyKZ-RQqRuGubLKSLdcqK9Hp4uL9dis

"Tabulation Quote Roof Repairs Founders Park" History

-  Document created by Jennifer Bush (jennifer.bush@fairhopeal.gov)
2021-01-27 - 8:06:46 PM GMT- IP address: 64.28.59.75
-  Document emailed to Richard Johnson (richard.johnson@fairhopeal.gov) for signature
2021-01-27 - 8:07:19 PM GMT
-  Email viewed by Richard Johnson (richard.johnson@fairhopeal.gov)
2021-01-27 - 8:20:24 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Richard Johnson (richard.johnson@fairhopeal.gov)
Signature Date: 2021-01-27 - 8:20:34 PM GMT - Time Source: server- IP address: 108.207.12.228
-  Document emailed to Delores A. Brandt (deedee.brandt@fairhopeal.gov) for signature
2021-01-27 - 8:20:35 PM GMT
-  Email viewed by Delores A. Brandt (deedee.brandt@fairhopeal.gov)
2021-01-27 - 8:22:26 PM GMT- IP address: 104.47.56.254
-  Document e-signed by Delores A. Brandt (deedee.brandt@fairhopeal.gov)
Signature Date: 2021-01-27 - 8:23:12 PM GMT - Time Source: server- IP address: 64.28.59.75
-  Agreement completed.
2021-01-27 - 8:23:12 PM GMT

Jennifer Bush

To: Scott.Stewart@adeca.alabama.gov; PTAC@ua.edu; Danielle.Barnes@aamu.edu; Natoya.sterling@aamu.edu; dmills@uwa.edu; sstoudemire@uwa.edu; Mike.self@contractorcn.com; cm@contractorcn.com; meadowss@dot.state.al.us; cdrake@tuscaloosa.com; wrightz@dot.state.al.us

Subject: RE: City of Fairhope Roof Repairs

Attachments: Fuel Canopy Replacement Quote.pdf; Quote Recreation Center Roof Repairs.pdf; Quote Founders Park Roof Repairs FEMA 4563.pdf; Quote Fire Hall Roof FEMA 4563.pdf; Quote Public Works South Fence FEMA 4563.pdf

From: Jennifer Bush

Sent: Wednesday, January 6, 2021 9:18 AM

To: Scott.Stewart@adeca.alabama.gov; PTAC@ua.edu; Danielle.Barnes@aamu.edu; Natoya.sterling@aamu.edu; dmills@uwa.edu; sstoudemire@uwa.edu; Mike.self@contractorcn.com; cm@contractorcn.com; meadowss@dot.state.al.us; cdrake@tuscaloosa.com; wrightz@dot.state.al.us

Subject: City of Fairhope Roof Repairs

Please see attached Request for Quotes for various locations due to damage from Hurricane Sally (FEMA 4563). Deadline for submissions is listed within each quote.

Questions should be submitted in writing to deedee.brandt@fairhopeal.gov.

Jennifer Bush

Purchasing Administrative Assistant

555 S. Section Street
Fairhope, AL 36532
251-279-6231

Jennifer Bush

From: Jennifer Bush
Sent: Wednesday, January 6, 2021 2:54 PM
To: david@allstopwaterproofing.com; william@metalroofingcenter.com; roofdoctors.al@gmail.com; derek@thomasroofing.com; Zachary Bell; dan@5starroofer.com; daniel.smith.w@gmail.com; brian@fleminghsv.com
Cc: Jennifer Bush
Subject: City of Fairhope Roof Repairs
Attachments: Quote Fire Hall Roof FEMA 4563.pdf; Quote Recreation Center Roof Repairs.pdf; Quote Founders Park Roof Repairs FEMA 4563.pdf

Tracking:	Recipient	Delivery
	david@allstopwaterproofing.com	
	william@metalroofingcenter.com	
	roofdoctors.al@gmail.com	
	derek@thomasroofing.com	
	Zachary Bell	
	dan@5starroofer.com	
	daniel.smith.w@gmail.com	
	brian@fleminghsv.com	
	Jennifer Bush	Delivered: 1/6/2021 2:54 PM

Please see attached Request for Quotes for various locations due to damage from Hurricane Sally (FEMA 4563). Deadline for submissions is listed within each quote.

Questions should be submitted in writing to deedee.brandt@fairhopeal.gov.

Jennifer Bush

Purchasing Administrative Assistant

555 S. Section Street
Fairhope, AL 36532
251-279-6231



ROOF DOCTORS

805 River Route • Magnolia Springs, Alabama 36555 • (251) 233-8682 • (251) 943-8682 • Residential & Commercial Roofing

PROPOSAL SUBMITTED TO City of Fairhope		PHONE George 259-6675	DATE 1-26-21
STREET		JOB NAME Founders Park	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Tear off existing shingles + felt
 Inspect plywood + repair as needed @ \$60.00 per sheet (several)
 Re-nail plywood per code
 Install 4" Seam Tape on plywood seams
 Install synthetic underlayment
 Install new eve metal (Choice of Color)
 Install ALL flashings necessary
 Clean + haul away all debris
 40 yr. material warranty
 2 yr. workmanship warranty

restrooms Eagle Scout dogouts Concession Back Rd. Big dugout sm dugout Press
 \$9450 \$900 \$10,550 \$4500 \$4950 \$2250 \$1350 \$4950

Concession stand Add \$1500 to Total contract for decking, rafters, outfit, fascia

We Propose hereby to furnish material and labor, complete in accordance with above specifications, for
 MAKE CHECKS PAYABLE TO ROOF DOCTOR OF ALABAMA, INC.

the sum of: _____ dollars (\$ 38,700.00)

Payment to be made as follows: Upon Completion

All material is guaranteed to be as specified. All work is 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 Workman's Compensation Insurance.

Authorized Signature James Carberry
 Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, 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.

Signature _____
 Signature _____

Date of Acceptance _____

**CITY OF FAIRHOPE
REQUEST FOR QUOTATIONS
COVER SHEET**

The following Request for Quotation is related to damages caused by Hurricane Sally
(FEMA 4563) on or about September 15, 2020.

Founders Park Roof Repair

Date Issued: January 5, 2021

Deadline to Submit: Tuesday, January 12, 2021, 9:30 a.m.

Direct all Questions To: Dee Dee Brandt, Purchasing Manager
DeeDee.Brandt@fairhopeal.gov

Submitted Quotes Should Include: Completed Quote Response form
Anti-Lobbying Certification
Other supporting documentation as requested

Deliver Quotes To: Public Works Building
555 S. Section Street
Fairhope, AL 36532

Email Quotes To: Dee Dee Brandt, Purchasing Manager
DeeDee.Brandt@fairhopeal.gov

For emailed quotes, please reference the Founders Park Roof Repairs in the subject line.

SCOPE OF WORK AND SPECIFICATIONS

GENERAL SCOPE

5.01 **The Awarded Vendor to provide the following equipment per Specifications:**

5.01.1 The City of Fairhope is requesting responses to repair and replace composite asphalt shingle roofs on various buildings located at the Fairhope Recreation Center, 803 N. Greeno Road, Fairhope, Alabama that were damaged during Hurricane Sally. The respondent shall submit a lump sum price to completely repair and replace the roof to current code standards. The lump sum price should include all material, equipment, tools, labor, and incidentals to deliver a complete "turnkey" replaced roof system.

GENERAL SPECIFICATIONS

5.02.1 Work shall include but not be limited to the following:

- Remove Existing Shingles and Felt to Decking
- Inspect, Remove and Replace any Bad Decking as needed
- Re-nail decking per code (See Attached)
- Install Deck Tape on Plywood Laps per code (wind and watershed)
- Install New Underlayment per code (wind and watershed)
- Install New eve/valley metal Trim Package
- Install new GAF Timberline 30-year shingles (or equivalent) – owner to select color
- Install new Ridge Vent, Ridge Cap, Wall Flashings and Pipe (vent) Boots
- Clean, Haul and Dispose of all job-related debris
- Provide Limited Lifetime Warranty on Shingles
- Provide 2-year workmanship warranty
- This project is not located in the City of Fairhope Fire District

5.02.2 Critical Timelines

- 15-day Notice to Proceed
- 21 Calendar Days allowed for work (no exceptions for holidays)

5.02.3 General Notes

1. Contractor will be required to be Licensed, Bonded, and Insured. Documents will be required at time of bid/quote acceptance and issuance of purchase order.
2. Work must be completed 21 calendar days from the end of "Notice to Proceed" period.
3. Enclosed scope of work, descriptions, quantities, etc. are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
4. Quotes will be treated and considered as "lump sum" bids for all described work.
5. Only one pay request will be accepted and processed upon final acceptance of work.
6. Job quoted are subject to the GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS as attached.

5.02.4 Vendor Compliance

Items quoted must comply with all specifications listed.

The Specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder, or any seller, or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Additional Specifications

1. All work to be done in a neat and professional manner.
2. All applicable licenses, including a City of Fairhope business license, and necessary **permits** to be acquired by **CONTRACTOR**. The **permit fees for this project are waived for the Contractor**.
3. **CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.
4. **CONTRACTOR** to comply with all applicable laws, codes, and regulations, including safety, fire, health, environmental and insurance. **CONTRACTOR** will perform all work in compliance with meeting or exceeding Manufacturer's and industry standards.
5. **CONTRACTOR** to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The **CONTRACTOR** will be responsible for all minor facilities and equipment damages (e.g., paint, drywall, etc.) caused by the **CONTRACTOR** resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the **CONTRACTOR'S** insurance.
7. Written change proposals shall be provided to the project manager by the **CONTRACTOR** for any requested modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved change order prior to any change implementation.
8. All salvageable material remains property of the City of Fairhope, and to be delivered by **CONTRACTOR** to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.
9. The buildings requiring repair are:
 1. Softball Concessions
 2. Parking lot Restrooms
 3. Scccer – 2 story
 4. Scftball Dugouts – 8 total
 5. High School Softball Press; Box
 6. High School Softball Dugouts – 2 total

**END OF SCOPE AND
SPECIFICATIONS**

INSURANCE REQUIREMENTS

4.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded Bidder.

4.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the CITY. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CITY for prior approval.

4.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

4.03 **Worker's Compensation and Employer's Liability**

Part One: Statutory Benefits as required by the State of Alabama		
Part Two: Employer's Liability	\$1,000,000	each accident
	\$1,000,000	each employee
	\$1,000,000	Policy Limit

4.04 **U.S. Longshoreman & Harbor Workers Act (USL&H)**

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

4.05 **Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

4.06 **Commercial General Liability**

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- Blanket Contractual Liability
- Explosion, Collapse and Underground hazards
- Broad Form Property Damage
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

4.07 **Automobile Liability**

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

4.08 Certificates of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the CITY.

- 4.08.1** The Contractor shall require certificates of insurance from sub-Contractors. Sub-Contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the CITY, and shall be made available to the CITY upon request.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY:(type or print) _____

TITLE: _____

_____ (signature) _____ (date)

CITY OF FAIRHOPE

RFQ RESPONSE FORM

DATE: ____/____/____

Founders Park Roof Repairs

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

New Asphalt Shingle Roof Repairs
and & Replacement Lump Sum Bid: \$ _____

OR

Additive Alternate Lump Sum Bid
New 26-gauge Classic Rib Metal
Roof – Galvalume (or Equivalent)
Installed Per Current Building Code \$ _____

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

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 for Roof Repairs to Various Roofs at the Fairhope Recreation Center damaged by Hurricane Sally (FEMA 4563). This Request for Quotes was sent to eight (8) contractors as well as multiple State agencies for MBE and DEB consideration. The initial request received no quotes, so the City solicited quotes a second time and received one quote; and awards the project to Roof Doctors of Alabama in the amount of \$17,550.00. An insurance claim has been filed; and once the claim is done, then FEMA claim will be submitted.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

01-28-21P05:06 RCVD

Issuing Date: 1/28/2021

Please return this Routing Sheet to Treasurer JM ASAP

Project Name: Procurement of roof repairs to various roofs at the Fairhope Recreation Center damaged by Hurricane Sally to Roof Doctor of Alabama, Inc.

Project Location: Recreation Center

Presented to City Council: 2/8/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Supervisor Streets and Facilities Maintenance
Pat White, Recreation Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 17,550.00

Vendor: Roof Doctor of Alabama, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 **Rec-25** Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marine-34 Plan/Zone

Project will be: Expensed Capitalized XXX Inventoried

Funding Source: Operating Expenses Budgeted Capital Unfunded XXX

Expense Code: 001250-50475
G/L Acct Name: Capital Improvements

Grant: _____ Federal - not to exceed amount
State
City
\$0.00 Local

Project Budgeted: \$ _____ FEMA reimbursement 87.5%
Balance Sheet Item Included in projected cash flow \$0.00

Over (Under) budget amount: \$ 17,550.00

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

Capital Lease: _____ - Payment _____ Term _____

Comments: Insurance claim has been filed. Once insurance claim is done, then FEMA claim will be submitted.

City Council Prior Approval/Date? _____

City Treasurer: Kim Creech Finance Manager: Jill Cabaniss, MBA Mayor: Shirley Smith

Purchasing Memo Date: 1/28/2021 Purchasing Memo Date: 1/28/2021 Delivered To Date: 1/28/2021

Request Approved Date: 1/28/2021 Request Approved Date: 1/28/2021 Approved Date: _____



MEMO

To: Kimberly Creech, Treasurer

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

Date: January 28, 2021

Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Robert A. Brown
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Re: Placement on City Council agenda to approve acquisition of repairs to various roofs at the Fairhope Recreation Center property damaged by Hurricane Sally (FEMA 4563) for the Streets and Facilities Maintenance Department in Public Works

The Public Works Director, Richard Johnson, and the Streets and Facilities Maintenance Supervisor, George Ladd, have need to repair various roofs damaged at the Fairhope Recreation Center property as a result of Hurricane Sally (FEMA 4563) on or about September 15, 2020.

A quote for Recreation Center Roof Repairs was sent to eight (8) contractors as well as multiple state agencies for MBE and DBE consideration, was posted on the City website, and in the Public Utilities Building lobby satisfying both FEMA and Public Works procurement procedure requirements. The City did not receive any response to the request for quotes.

Since no quotes were received in the first request for response, the City of Fairhope solicited quotes a second time and received one response. The Director of Public Works recommends the award be made to **Roof Doctors of Alabama** in the amount of **SEVENTEEN THOUSAND FIVE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$17,550.00) total for all roofs listed in the quote (attached).**

Please prepare a greensheet and place on the next City Council Agenda this request to award the repair various roofs at the recreation center that were damaged in Hurricane Sally (FEMA 4563) from ROOF DOCTORS OF ALABAMA in the amount of \$17,550.00.

Cc: File, R. Johnson, P. White, G. Ladd

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

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

**CITY OF FAIRHOPE TABULATION
 QUOTE ROOF REPAIRS RECREATION AT VOLANTA
 DEADLINE TO SUBMIT: January 12, 2021, 10:30 a.m.**

Vendor	Lump Sum Price
Porter Roofing Contractors	NO RESPONSE
Roof Doctors of Alabama	NO RESPONSE
Allstop Waterproofing	NO RESPONSE
Apex Contracting Alabama	NO RESPONSE
5 Star Roofer	NO RESPONSE
Metal Roofing Center	NO RESPONSE
Mid-Western Commercial Roofers	NO RESPONSE
Thomas Roofing	NO RESPONSE

Recommendation: Solicit quotes in accordance with Public Works procurement procedures.

Richard Johnson, PE

Richard Johnson, Public Works Director

Date

Delores A. Brandt

Delores A. Brandt (Jan 27, 2021 14:21 CST)

Delores A. Brandt, Purchasing Manager

Date

Tabulation Quote Roof Repairs Rec Department

Final Audit Report

2021-01-27

Created:	2021-01-27
By:	Jennifer Bush (jennifer.bush@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwoKomBUTs7qDEbdfHjL_gB3Wz77ds5al

"Tabulation Quote Roof Repairs Rec Department" History

-  Document created by Jennifer Bush (jennifer.bush@fairhopeal.gov)
2021-01-27 - 8:05:38 PM GMT- IP address: 64.28.59.75
-  Document emailed to Richard Johnson (richard.johnson@fairhopeal.gov) for signature
2021-01-27 - 8:06:24 PM GMT
-  Email viewed by Richard Johnson (richard.johnson@fairhopeal.gov)
2021-01-27 - 8:19:09 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Richard Johnson (richard.johnson@fairhopeal.gov)
Signature Date: 2021-01-27 - 8:20:14 PM GMT - Time Source: server- IP address: 108.207.12.228
-  Document emailed to Delores A. Brandt (deedee.brandt@fairhopeal.gov) for signature
2021-01-27 - 8:20:15 PM GMT
-  Email viewed by Delores A. Brandt (deedee.brandt@fairhopeal.gov)
2021-01-27 - 8:21:10 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Delores A. Brandt (deedee.brandt@fairhopeal.gov)
Signature Date: 2021-01-27 - 8:21:55 PM GMT - Time Source: server- IP address: 64.28.59.75
-  Agreement completed.
2021-01-27 - 8:21:55 PM GMT

Jennifer Bush

To: Scott.Stewart@adeca.alabama.gov; PTAC@ua.edu; Danielle.Barnes@aamu.edu; Natoya.sterling@aamu.edu; dmills@uwa.edu; sstoudemire@uwa.edu; Mike.self@contractorcnc.com; cm@contractorcnc.com; meadowss@dot.state.al.us; cdrake@tuscaloosa.com; wrightz@dot.state.al.us

Subject: RE: City of Fairhope Roof Repairs

Attachments: Fuel Canopy Replacement Quote.pdf; Quote Recreation Center Roof Repairs.pdf; Quote Founders Park Roof Repairs FEMA 4563.pdf; Quote Fire Hall Roof FEMA 4563.pdf; Quote Public Works South Fence FEMA 4563.pdf

From: Jennifer Bush

Sent: Wednesday, January 6, 2021 9:18 AM

To: Scott.Stewart@adeca.alabama.gov; PTAC@ua.edu; Danielle.Barnes@aamu.edu; Natoya.sterling@aamu.edu; dmills@uwa.edu; sstoudemire@uwa.edu; Mike.self@contractorcnc.com; cm@contractorcnc.com; meadowss@dot.state.al.us; cdrake@tuscaloosa.com; wrightz@dot.state.al.us

Subject: City of Fairhope Roof Repairs

Please see attached Request for Quotes for various locations due to damage from Hurricane Sally (FEMA 4563). Deadline for submissions is listed within each quote.

Questions should be submitted in writing to deedee.brandt@fairhopeal.gov.

Jennifer Bush

Purchasing Administrative Assistant

555 S. Section Street
Fairhope, AL 36532
251-279-6231

Jennifer Bush

From: Jennifer Bush
Sent: Wednesday, January 6, 2021 2:54 PM
To: david@allstopwaterproofing.com; william@metalroofingcenter.com; roofdoctors.al@gmail.com; derek@thomasroofing.com; Zachary Bell; dan@5starroofer.com; daniel.smith.w@gmail.com; brian@fleminghsv.com
Cc: Jennifer Bush
Subject: City of Fairhope Roof Repairs
Attachments: Quote Fire Hall Roof FEMA 4563.pdf; Quote Recreation Center Roof Repairs.pdf; Quote Founders Park Roof Repairs FEMA 4563.pdf

Tracking:	Recipient	Delivery
	david@allstopwaterproofing.com	
	william@metalroofingcenter.com	
	roofdoctors.al@gmail.com	
	derek@thomasroofing.com	
	Zachary Bell	
	dan@5starroofer.com	
	daniel.smith.w@gmail.com	
	brian@fleminghsv.com	
	Jennifer Bush	Delivered: 1/6/2021 2:54 PM

Please see attached Request for Quotes for various locations due to damage from Hurricane Sally (FEMA 4563). Deadline for submissions is listed within each quote.

Questions should be submitted in writing to deedee.brandt@fairhopeal.gov.

Jennifer Bush

Purchasing Administrative Assistant

555 S. Section Street
Fairhope, AL 36532
251-279-6231



805 River Route • Magnolia Springs, Alabama 36555 • (251) 233-8682 • (251) 943-8682 • Residential & Commercial Roofing

PROPOSAL SUBMITTED TO George Ladd		PHONE	DATE 1/21/2021
STREET City of Fairhope		JOB NAME	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Buildings

Tear off existing roof		
Repair decking as needed @ 50 Per Sheet plywood	#2	3150.00
Renail plywood per code	#3	700.00
Install 4" seam tape on plywood seams	#4	1050.00
Install synthetic underlayment	#5	3500.00
Install new eve metal	#6	700.00
Install 26 gauge classic rib metal (galvalume)	#7	2500.00
Clean & haul away all job related debris	#8	3500.00
25 Yr material Warranty	#10	1400.00
2 yr workmanship Warranty	#11	1050.00

We Propose hereby to furnish material and labor, complete in accordance with above specifications, for
MAKE CHECKS PAYABLE TO ROOF DOCTOR OF ALABAMA, INC.

the sum of: _____ dollars (\$ 17550.00).

Payment to be made as follows: _____

All material is guaranteed to be as specified. All work is 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 Workman's Compensation Insurance.

Authorized Signature Lance Carbery
Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, 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.

Date of Acceptance _____ Signature _____

**CITY OF FAIRHOPE
REQUEST FOR QUOTATIONS
COVER SHEET**

The following Request for Quotation is related to damages caused by Hurricane Sally
(FEMA 4563) on or about September 15, 2020.

Recreation Center Roof Repairs - Volanta

Date Issued: January 5, 2021

Deadline to Submit: Tuesday, January 12, 2021, 10:30 a.m.

Direct all Questions To: Dee Dee Brandt, Purchasing Manager
DeeDee.Brandt@fairhopeal.gov

Submitted Quotes Should Include: Completed Quote Response form
Anti-Lobbying Certification
Other supporting documentation as requested

Deliver Quotes To: Public Works Building
555 S. Section Street
Fairhope, AL 36532

Email Quotes To: Dee Dee Brandt, Purchasing Manager
DeeDee.Brandt@fairhopeal.gov

For emailed quotes, please reference the Recreation Center Roof Repairs – Volanta in the subject line.

SCOPE OF WORK AND SPECIFICATIONS

GENERAL SCOPE

5.01 **The Awarded Vendor to provide the following equipment per Specifications:**

5.01.1 The City of Fairhope is requesting responses to repair and replace composite asphalt shingle roofs on various buildings located at the Fairhope Recreation Center, 803 N. Greeno Road, Fairhope, Alabama that were damaged during Hurricane Sally. The respondent shall submit a lump sum price to completely repair and replace the roof to current code standards. The lump sum price should include all material, equipment, tools, labor, and incidentals to deliver a complete "turnkey" replaced roof system.

GENERAL SPECIFICATIONS

5.02.1 Work shall include but not be limited to the following:

- Remove Existing Shingles and Felt to Decking
- Inspect, Remove and Replace any Bad Decking as needed
- Re-nail decking per code (See Attached)
- Install Deck Tape on Plywood Laps per code (wind and watershield)
- Install New Underlayment per code (wind and watershield)
- Install New eve/valley metal Trim Package
- Install new GAF Timberline 30-year shingles (or equivalent) – owner to select color
- Install new Ridge Vent, Ridge Cap, Wall Flashings and Pipe (vent) Boots
- Clean, Haul and Dispose of all job-related debris
- Provide Limited Lifetime Warranty on Shingles
- Provide 2-year workmanship warranty
- This project is not located in the City of Fairhope Fire District

5.02.2 Critical Timelines

- 15-day Notice to Proceed
- 21 Calendar Days allowed for work (no exceptions for holidays)

5.02.3 General Notes

1. Contractor will be required to be Licensed, Bonded, and Insured. Documents will be required at time of bid/quote acceptance and issuance of purchase order.
2. Work must be completed 21 calendar days from the end of "Notice to Proceed" period.
3. Enclosed scope of work, descriptions, quantities, etc. are "good faith" estimates only. Prior to submitting quotations contractor should field measure and verify all quantities.
4. Quotes will be treated and considered as "lump sum" bids for all described work.
5. Only one pay request will be accepted and processed upon final acceptance of work.
6. Job quoted are subject to the GENERAL CONDITIONS, SPECIAL PROVISIONS and SUPPLEMENTAL SPECIFICATIONS as attached.

5.02.4 Vendor Compliance

Items quoted must comply with all specifications listed.

The Specifications are intended and provided solely as a general and non-exhaustive expression of the intent and purpose of the City of Fairhope regarding this bid; said specifications should be so considered by the bidders. The use of specific names is not intended to restrict the bidder, or any seller, or manufacturer, but is solely for the purpose of indicating the type, size and quality of materials, product services, or equipment best suited for the City of Fairhope. Accordingly, the bidder admits and agrees that said specifications are not complete in every detail and that the work and materials not indicated or expressly mentioned in said specifications, but which are reasonably necessary for the full and faithful performance of the item(s) bid in accordance with the full and faithful intent, will be included in the bid and incorporated in the work by the bidder and at the bidder's sole expense, the same as if indicated and specified.

Additional Specifications

1. All work to be done in a neat and professional manner.
2. All applicable licenses, including a City of Fairhope business license, and necessary **permits** to be acquired by **CONTRACTOR**. The **permit fees for this project are waived for the Contractor**.
3. **CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.
4. **CONTRACTOR** to comply with all applicable laws, codes, and regulations, including safety, fire, health, environmental and insurance. **CONTRACTOR** will perform all work in compliance with meeting or exceeding Manufacturer's and industry standards.
5. **CONTRACTOR** to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The **CONTRACTOR** will be responsible for all minor facilities and equipment damages (e.g., paint, drywall, etc.) caused by the **CONTRACTOR** resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the **CONTRACTOR'S** insurance.
7. Written change proposals shall be provided to the project manager by the **CONTRACTOR** for any requested modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved change order prior to any change implementation.
8. All salvageable material remains property of the City of Fairhope, and to be delivered by **CONTRACTOR** to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.
9. The buildings requiring repair are:
 1. Bathrooms at Stadium
 2. Pavilion High School Baseball
 3. Lift Station Behind Stadium Field House
 4. Concession Stand Baseball
 5. Pavilion Boys Baseball
 6. Ball Deck Behind Backstop
 7. Twin Story Bathroom Meeting Room
 8. Dixie Boy Press Box
 9. Ozone League Press Box

**END OF SCOPE AND
SPECIFICATIONS**

INSURANCE REQUIREMENTS

4.0 INSURANCE REQUIREMENTS

Awarded Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as an additional insured under the Contractor's General Liability insurance and automobile liability insurance policies, and all other applicable policies and certificates of insurance. These limits and coverages specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the awarded Bidder.

4.01 All insurance will be provided by insurers by admitted carriers in the State of Alabama, shall have a minimum A.M. Best rating of A-VII and must be acceptable to the CITY. Self-insured plans and/or group funds not having an A.M. Best rating must be submitted to the CITY for prior approval.

4.02 **NO WORK IS TO BE PERFORMED UNTIL PROOF OF COMPLIANCE WITH THE INSURANCE REQUIREMENTS HAS BEEN RECEIVED BY THE CITY.**

4.03 **Worker's Compensation and Employer's Liability**

Part One:	Statutory Benefits as required by the State of Alabama		
Part Two:	Employer's Liability	\$1,000,000	each accident
		\$1,000,000	each employee
		\$1,000,000	Policy Limit

4.04 **U.S. Longshoreman & Harbor Workers Act (USL&H)**

Required if contract involves work near a navigable waterway that may be subject to the USL&H law.

4.05 **Maritime Endorsement (Jones Act)**

Endorsement required if contract involves the use of a Vessel. Or include coverage for "Master or Member or Crew" under "Protection and Indemnity" coverage (P&I) unless crew is covered under Workers Compensation.

Bodily injury by accident	\$1,000,000	each accident
Bodily injury by disease	\$1,000,000	aggregate

4.06 **Commercial General Liability**

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:

- Premises and operations
- Personal injury and Advertising Injury
- Products/completed operations
- Independent Contractors
- ~~Blanket Contractual Liability~~
- Explosion, Collapse and Underground hazards
- ~~Broad Form Property Damage~~
- Railroad Protective Liability Insurance if work involves construction, demolition, or maintenance operations on or within 50 feet of a railroad.

4.07 **Automobile Liability**

Covering all owned, non-owned and hired vehicles with a limit of no less than \$1,000,000 combined single limit of Bodily injury and property damage per occurrence.

4.08 Certificates of Insurance

A Certificate of Insurance evidencing the above minimum requirements must be provided to and accepted by the CITY PRIOR to commencement of any work on the contract. Each policy shall be endorsed to provide ten (10) days written notice of cancellation to the CITY.

- 4.08.1** The Contractor shall require certificates of insurance from sub-Contractors. Sub-Contractors will carry limits of insurance equal to or greater than those carried by the Contractor. These certificates shall evidence waivers of subrogation in favor of the Contractor and the CITY, and shall be made available to the CITY upon request.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY:(type or print) _____

TITLE: _____

_____ (signature) _____ (date)

CITY OF FAIRHOPE

RFQ RESPONSE FORM

DATE: ____/____/____

Recreation Center Roof Repairs - Volanta

Base bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Contract and Scope of Work.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

New Asphalt Shingle Roof Repairs
and & Replacement Lump Sum Bid: \$ _____

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Phone: _____

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 2021 Dodge Ram 5500 Diesel Crew Cab and Chassis with dual rear wheels for the Water 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: T193-A

2021 Dodge Ram 5500 Diesel **Cost is \$50,172.00**
Crew Cab and Chassis

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

FAA

City of Fairhope
Project Funding Request

Issuing Date: 2/2/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a 2021 Dodge Ram 5500 Diesel Crew Cab and Chassis with dual rear wheels for Water Department

Project Location: Water Department

Presented to City Council: 2/8/2021

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 50,172.00

\$ _____

Vendor: Tallassee Automotive, Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004-16030
G/L Acct Name: Vehicles & Equipment

Grant: _____ Federal - not to exceed amount
_____ State
_____ City
\$0.00 Local

Project Budgeted: \$ 62,500.00 Draft FY2021 Budget
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ (12,328.00)

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

Comments:

The 4 door utility body will be ordered at a later date.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Manager

Mayor

Purchasing Memo Date: 1/28/2021

Purchasing Memo Date: 1/28/2021

Delivered To Date: 2/2/2021

Request Approved Date: 2/2/2021

Request Approved Date: 2/2/2021

Approved Date: _____

Signatures:

Kim Creech
Kim Creech

Jill Cabaniss
Jill Cabaniss, MBA

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: January 28, 2021

Sherry Sullivan
Mayor

Re: **Greensheet --CC Approval procurement of proposed FY2021 budgeted, over \$10,000, request for ONE (1) 2021--5500 RAM CREW Cab & Chassis Diesel with dual rear wheels for the Water Department**

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

The Water Department Superintendent, Jason Langley, and the Superintendent of Utilities, Mayor Sherry Sullivan, are requesting procurement of ONE (1) 2021-- 5500 RAM CREW Cab & Chassis Diesel with dual rear wheels. The best pricing is from the State of Alabama Contract T193-A. Budgeted Truck for the Water and Sewer Crew. This will be utilized with a service body, trailer, and excavator. Using a 3-man crew to install new services for Water and Sewer. Will also be available for other tasks as needed in the performance of operating and maintaining the Water and Sewer System. See attached Specifications.

Lisa A. Hanks, MMC
City Clerk

The ONE (1) 2021-- 5500 RAM CREW Cab & Chassis Diesel with dual rear wheels which includes delivery. The estimated cost is FIFTY THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS (\$50,172.00). The Delivery will be handled by Tim Bung of Fleet Maintenance.

The State contract vendor is **Tallassee Automotive, Inc contract #:
MA 999 20000000016 T193 A 2020 Model**

NOTES:

See Attached Vendor CUT-SHEET printout for details.
Delivery/pickup Approximately 10-12 weeks ARO

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

Please compose a greensheet and place on the next available City Council Agenda this request to approve this budgeted procurement for one (1) 2021--5500 RAM CREW Cab & Chassis Diesel with dual rear wheels from Tallassee Automotive, Inc through the State of Alabama Bid T193-A 2021 Model

251-928-6776 Fax
www.fairhopeal.gov

CC file, Jason Langley, Sherry Sullivan, Tim Bung; Clint Steadham

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason S Langley

Date: 1/26/2021

Department: Water & Sewer

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** 5500 Ram Crew Cab Truck
- 2. What is the total cost of the item or service?** 50,172.00
- 3. Where will the item or service be physically located?** 555 S. Section Street
- 4. What is the primary function of the item or service?** Water and Sewer Crew
- 5. How many do you need?** One
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** Vehicle will be ordered 10-12wks delivery
- 8. Additional Information or Comments:** Budgeted Truck for the Water and Sewer Crew. This will be utilized with a service body, trailer, and excavator. Using a 3-man crew to install new services for Water and Sewer. Will also be available for other tasks as needed in the performance of operating and maintaining the Water and Sewer System.
- 9. Vendor Name:** Tallasse Automotive, Inc
- 10. Vendor Number:** Tallasse Automotive, Inc

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** Vehicle Replacement \$195,000
- 3. What is the Capital Project Name or Budget Code:** 004-16500
- 4. Check any applicable boxes:** State Contract #MA999200000000116 T193A
 ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes and other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

TO : CITY OF FAIRHOPE UTILITIES
ATTN : JASON LANGLEY

01 / 20 / 21'

FROM : TALLASSEE AUTOMOTIVE , INC.
BRUCE BROWN @ 1-800-255-5650 or bbrown@tallasseautomotive.com

STATE OF ALABAMA – DIVISION OF PURCHASING 01 / 21 / 20'
REF. VEHICLE CONTRACT # MA 999 200000000116 T 193 A 2020' MODEL YEAR

OPTIONS FOR RAM 5500 CREW CAB & CHASSIS LOT # 20
EQUIPMENT INCLUDED : 60 " CA , DUAL REAR WHEELS , 18,000# GVWR , 6.4L V-8 GAS ENGINE , 6 SPD
AUTOMATIC TRANSMISSION , AIR COND , TINTED GLASS w DK TINT REAR GLASS , AM/FM RADIO ,
4 WHL DISC & ABS BRAKES , DUAL AIR BAGS , 180 AMP ALTERNATOR , TRAILER TOW MIRRORS . SPARE
TIRE & WHEEL , LT225/70RX19.5G BSW A/S TIRES , ANTI-SPIN REAR DIFFERENTIAL , 52 GAL AFT AXLE
FUEL TANK , ROOF CLEARANCE LAMPS , CRUISE CONTROL , TILT STEERING WHEEL . DAY TIME
RUNNING LAMPS , U-CONNECT HANDS FREE PHONE CAPABILITY , P/WINDOWS-MIRRORS & LOCKS ,
DASH MTD AUX SWITCHES , BLACK OVAL CAB STEPS , FUEL LINE KIT .

YOUR COST : \$34,532.00

“ ITEMS INDICATED ARE RECOMMENDED FOR YOUR APPLICATION “

UPGRADE TO 6.7L I-6 CUMMINS DIESEL ENGINE	#DSL \$8,997
UPGRADE TO 4WD MODEL	#4WD \$3,617
ELECTRIC SHIFT TRANSFER CASE	#DK3 \$286
TRACTION TREAD TIRES	#TTT \$243
SKID PLATE & TOW HOOKS	#XEF \$145
KEYLESS ENTRY	#GXM \$382
INTEGRATED ELECTRIC BRAKE CONTROL	#XHC \$359
115 v / 400 watt DASH MTD P/OUTLET	#JKV \$197
220 AMP ALTERNATOR	#BAJ \$236
CARGO LAMP BACK OF CAB	#LPE \$94
REAR VIEW CAMERA KIT shpd loose for bdy co mtng	#XAC \$495
UPGRADE TO 84 " CA FOR 11 ' BODY LENGTHS	#84CA \$289
DELIVERY TO YOUR LOCATION	#DLV \$300

TOTAL COST : \$50,172.00

COLOR : W7 WHITE TRIM : #TXX8 BLACK/DIESEL GRAY VINYL

Account Type	Organization	Object	Project	Detail Type	Year	Line	Quantity	Amount	Description
E	004010	50470		A	2021	90	1	\$7,500.00	Riding Mower - Split with Sewer
E	004010	50470		A	2021	110	1	\$40,000.00	Four Door One-Ton Service Truck
E	004010	50470		A	2021	120	1	\$23,000.00	F250 4 door for 2021
E	004010	50470		A	2021	130	1	\$22,500.00	4 door utility body, minimum of 17,000 lb GVWR truck.
E	004010	50470		A	2021	140	1	\$15,000.00	Vehicle for Superintendents use, Crew Cab pickup or SUV
E	004010	50470		A	2021	160	1	\$5,634.00	1 VAN for meter department-see other utilities
E	004010	50470		A	2021	170	1	\$0.00	1 METER dept truckcut per Mayor \$4,983
E	004010	50470		A	2021	180	1	\$22,500.00	Mini Excavator
E	004010	50470		A	2021	190	1	\$6,000.00	Trailer for Mini Excavator
E	004010	50470		A	2021	200	1	\$20,000.00	Small Dump (19,500 GVW or less, Non CDL) for water and sewer. Can utilize ALDOT Surplus, Rental pur
E	004010	50470		A	2021	210	1	\$9,568.00	Water portion of 1/3 of half of tracked skid steer with milling head attachment requested by PW

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the recommendations for the Community Development Department Restructuring and Reclassification as follows:

- 1) Reclassify Director of Community Affairs (Grade 28S) to Special Projects & Grant Manager (Grade 26S); and will report to the Mayor; and
- 2) Reclassify Tourism & Events Manager from (Grade 21S) to Director of Community Affairs (Grade 28S); and approves the pay increase included in the 2021 proposed budget; and
- 3) Approves the Updated uniform Job Descriptions for Director of Community Affairs, Special Projects & Grant Manager.

ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

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, That the City Council approves the revised and updated Job Description for the City Clerk as presented; and approves to move the City Clerk position from (Grade 28S) to (Grade 31S).

ADOPTED THIS 8TH DAY OF FEBRUARY, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE

Uniform Job Description

Position Title:	City Clerk	Pay Range	\$77,775.97- \$101,108.76- \$124,441.55
Department:	City Clerk's Office	Pay Grade:	31
Reports To:	Mayor	Effective Date:	_____
Supervises:	Assistant City Clerk	Supercedes:	_____

Approvals: _____	
Supervisor	Human Resources Director

Date	Date
FLSA Exempt: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Safety Sensitive: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

I BASIC PURPOSE OF THE POSITION

To manage, supervise and coordinate the programs and activities of the City Clerk's office; to oversee the maintenance and archiving of original City records; to assist citizens in participating in City government; and to serve as Municipal Elections Manager for all municipal elections. The City Clerk will coordinate between various departments and the Mayor as instructed.

II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

By State law, the City Clerk is appointed by the City Council for a term of service concurrent with the council's term of office. The incumbent performs a variety of professional work developing, implementing, and overseeing the services, programs and activities of the City Clerk's Office. The City Clerk is responsible for the management and preparation of City Council meeting agendas, council packets, meeting notices for regular and special sessions, and the recording of meeting minutes, to develop a record of ordinances and resolutions passed and other actions taken; for maintenance of the official minutes of all proceedings, records, ordinances, resolutions, and other official City documents and public records. Work is performed under the day-to-day supervision of the Mayor with considerable discretion, initiative, and independent judgment in the performance of duties based on extensive knowledge of City policies, procedures, and operations.

III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Proposes goals and policies to the Mayor and City Council.
- Provides administrative support services to department heads.
- Represents the City of Fairhope, Mayor and City Council in professional and public meetings.
- Oversees and/or prepares agendas, minutes, Council packets and other associated documents in support of the City Council. Coordinates and prepares agenda reports, proofreads incoming reports; coordinates, assembles, and distributes agenda packets.
- Attends all City of Fairhope City Council meetings providing adequate and accurate information to the City Council; records proceedings of public meetings; composes and edits Council meeting minutes.
- Researches and prepares complex reports as directed by the Mayor and/or City Council to meet local, state, and federal requirements.
- Oversees routine City of Fairhope and City Council correspondence.
- Reviews laws pertaining to the City Council especially those laws pertaining on to Baldwin County and the City of Fairhope.
- Advises and coordinates activities between the City Council and other entities; local, state, or federal if necessary.
- Manages the statutory provisions of the office of City Clerk, including records management requirements specified by State law.
- Maintains legislative history and permanent City documents including ordinances, resolutions, contracts, leases, deeds, annexations, street vacations, and other documents.
- Provides official City information to the public and other agencies upon request and publish legal notices; certifies official and legal documents of the City and attest Mayor's signature.
- Reviews legislative proposals and prepare position papers for the benefit of the City.
- Administers City records management program; plans, organizes, evaluates and directs system to inventory, retrieves, stores, indexes and provides security for City records; composes and manages records retention schedules; coordinates and directs uniform filing system for the City; and maintains official City records, ordinances and resolutions.
- Administers and drafts legal notices in compliance with State law.
- Directs, plans, organizes, coordinates, and evaluates codification of ordinance services to support City departments and outside agencies in compliance with municipal law including review and codification of ordinances and supervision of code supplement issuance.

- Acts as Claims Manager for claims for damages. Accepts claims; prepares and submits claim incident reports and transmittals to insurance agent. Maintains all City claim records, quarterly monitoring reports and closed files.
- Operates a variety of office equipment, including computer, copy machine, fax machine, tape recorder, postage machine, and audio-visual equipment.

IV OTHER DUTIES AND RESPONSIBILITIES

- Serves as Notary Public for the City.
- Performs other related duties and tasks as required.
- Serves as Absentee Elections Manager pursuant to Code of Alabama.

V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of:

- Policies, functions and responsibilities of the City
- Pertinent laws, ordinances, codes and regulations
- Alabama Open Meetings Law
- City of Fairhope Municipal Code
- Principles, practices and techniques of records management systems, including records retention laws
- Archival procedures for document cataloging, indexing, and retrieval
- Collaborative problem-solving techniques
- Principles and practices of supervision, training and performance evaluation
- Principles and practices of municipal budget preparation and administration
- Current office practices, procedures and equipment
- Organization, time and project management
- Correct English usage, spelling, grammar, and punctuation, including principles of business letter writing and report preparation
- Applicable software and word/data processing applications

Ability to:

- Effectively and efficiently supervise the administration and maintenance of complex records management systems
- Interpret and apply federal, state and local policies, laws and regulations
- Comply with all posting and publication guidelines and requirements
- Analyze data and prepare complex reports, business correspondence, and procedures
- Perform multiple activities simultaneously
- Adapt to change and remain flexible
- Explain complex legal and administrative concepts to employees and officials lacking technical knowledge

- Organize and coordinate municipal elections
- Manage, direct and coordinate the work of assigned personnel and work activities
- Effectively communicate, clearly and concisely, in oral and written form
- Maintain confidentiality
- Use good judgment
- Use independent judgment and initiative in developing solutions to problems
- Establish and maintain effective working relationships with those contacted in the course of work
- Utilize applicable software and data processing applications

VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

Bachelor's degree in Public Administration, Business Administration, or a closely related field; AND

Three to five years increasingly responsible experience as City Clerk or related municipal function to include appropriate experience comparable to Deputy City Clerk; OR

Any equivalent combination of experience and training which provides the knowledge, skills, and abilities to perform the work.

License or Certificate Requirements

- Municipal Clerk Certification – Certified Municipal Clerk Designation
- Valid Alabama driver's license
- May require possession of or ability to attain Alabama Notary Public Certification

VII EXTENT OF PUBLIC CONTACT

An employee in this position must be able to communicate effectively with fellow City of Fairhope employees, outside vendors and the general public.

VIII PHYSICAL DEMANDS

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

While performing the duties of this job, the employee is regularly required use hands to handle, feel or operate objects, tools, or controls; reach, stretch with hands and arms. The employee frequently is required to sit, stand, walk, talk and hear. The employee is occasionally required to balance, stoop, kneel, or crouch.

The employee must frequently lift and/or move up to 15 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Employees in this position must have:

- Sufficient clarity of speech and hearing or other communication capabilities, with or without reasonable accommodation, to permit the employee to communicate effectively and to understand department rules and regulations;
- Sufficient vision or other powers of observation, with or without reasonable accommodation, to permit the employee to read and scan a wide variety of materials in electronic or hardcopy form;
- Sufficient manual dexterity, with or without reasonable accommodation, to permit the employee to operate a personal computer, typewriter, telephone, copier, and other similar or related office equipment;
- Sufficient strength, personal mobility and physical reflexes, with or without reasonable accommodation, to permit the employee to sit, walk, stand and talk in order to perform required tasks.

IX WORKING CONDITIONS AND ENVIRONMENT

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

Work in an office environment; sustained posture in a seated position; continual answering of phones; repeatedly rise, sit and bend in a confined area in order to retrieve and replace files; work with computer equipment for prolonged periods of time; deal with customers in a courteous manner.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the recommendations from the Street and Traffic Control Committee's Task Force for the Twin Beech and Boothe Road Intersection:

[1] Lower speed limit between Highway 98 a/k/a Greeno Road and County Road 13 on Twin Beech Road a/k/a County Road 44 from 45 mph to 35 mph;

[2] Paint a Crosswalk across Boothe Road and across Twin Beech;

[3] Construct about 100 feet of sidewalk on the southeast corner of intersection with a cost of approximately \$1,500.00.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Sherry Sullivan
Sent: Tuesday, January 26, 2021 5:46 PM
To: Lisa A. Hanks, MMC
Subject: Twin Beech and Boothe Intersection Improvements

Recommendations included lowering speed limit between Highway 98 and Highway 13 to 35 mph from 45 mph, crosswalks at the intersection, and a sidewalk extension on the SE corner of intersection. Cost of sidewalk is approximately \$1500. All improvements can be made for less than \$2000.

Sherry Sullivan
Mayor
City of Fairhope
251-990-0100



RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the Renovation Gift for the Waterfront Butterfly Information Stand from the Point Clear Rotary Club and approves the design as presented.

Adopted on this 8th day of February, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



POINT CLEAR ROTARY CLUB

1/22/2021
Z. Hanks

HAND DELIVERY

The Honorable Sherry Sullivan

Mayor

The City of Fairhope, Alabama

Re: Waterfront Butterfly Info Stand

Dear Madam Mayor:

I have enclosed the CAD rendering of the proposed renovation of the Waterfront Butterfly Information Stand. This would be a legacy project by the Point Clear Rotary Club and would be a gift to the City of Fairhope. I look forward to hearing from you once you have had a chance to review this renovation. Please do not hesitate to call me with any questions you may have. Of course, we are ready to make any changes or modifications you may suggest.

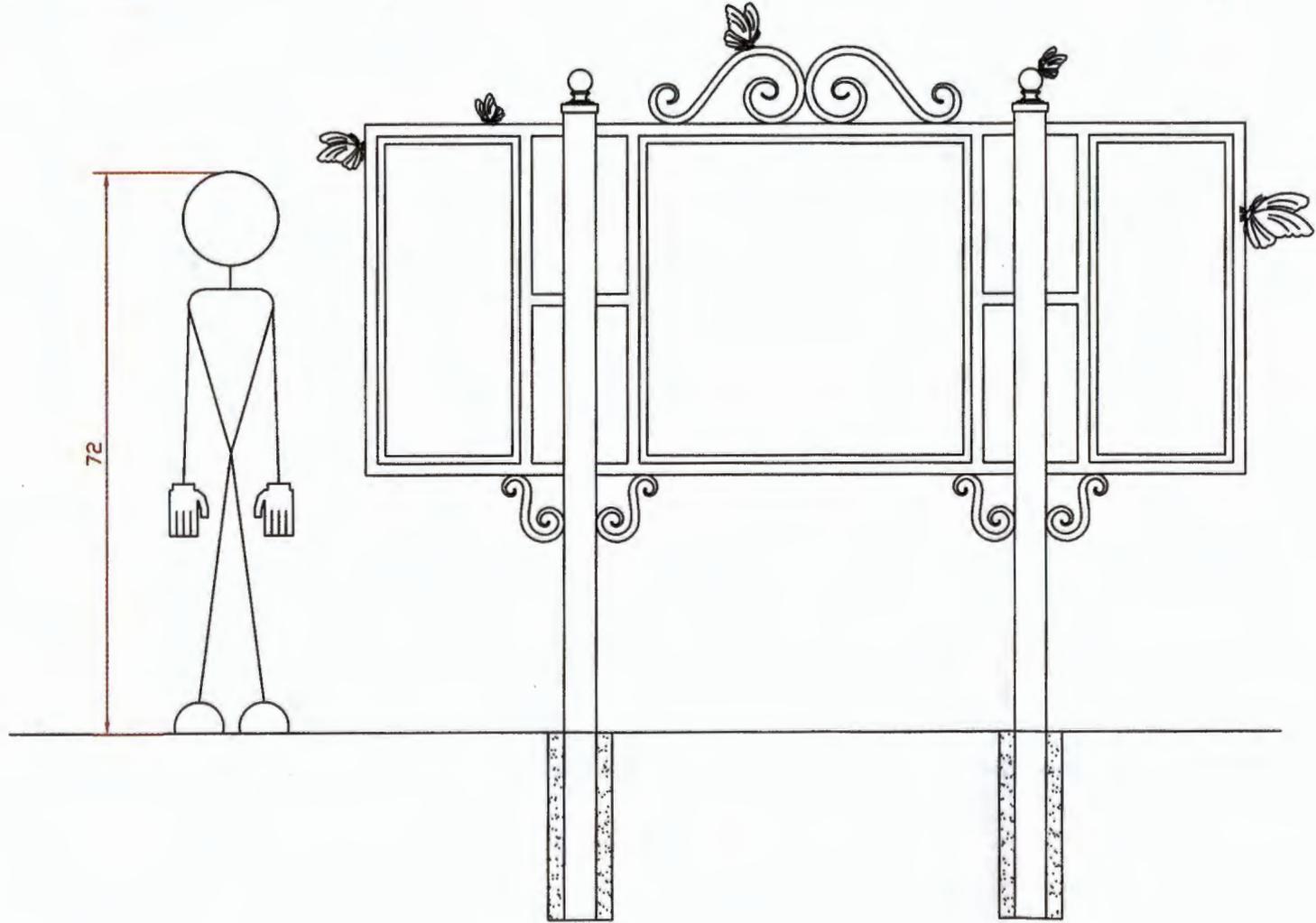
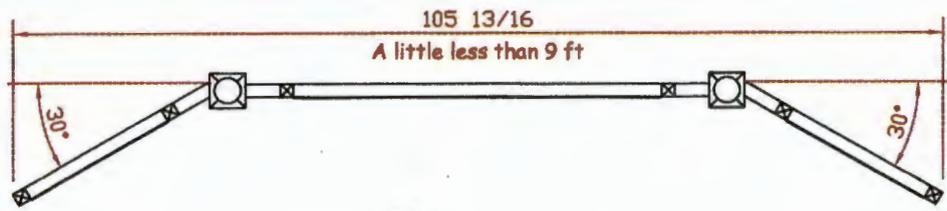
Sincerely,

A handwritten signature in black ink, appearing to read "John Matus".

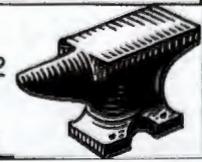
John Matus




 Custom 13-25352-711
 Page 189 13-25352-715
 Page 189



JOB NAME	ROTARY BUTTERFLY INFO BOARD		Joe Strange
DRAWING #	01	C/O John Matus (251) 454-0921	- The Iron Shop - 17361 State Hwy 181 - Fairhope, AL 36532 (251) 379-3855 Cell Copyright © 2021 - Do NOT Reproduce
DATE	01/14/21	C/O Tony Gasbarro (251) 459-4075	





WISE LIVING
REAL ESTATE

January 28th, 2021

Re: 369 South Mobile Street- Pier Street Market Place

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
PO Drawer 429
Fairhope, Al 36533
251-928-0107

Dear Lisa,

This letter is a formal request to extend our approval for the project located on 369 S Mobile known as The Pier Street Market Place. To Covid 19 , two hurricanes, and instability in the marketplace along with rising prices on construction we decided it would be best to delay the project.

We permitted Ice Ice Baby our New Orleans sno ball business to operate there last year and look forward to another successful year. Please have our project approved for a start date 6 month beyond the original approval date.

If you need any further details or information please do not hesitate to call. Thank you for your time and consideration.

Henry Wise
Wise Living Real Estate, LLC
251-928-9473 Office
251-583-8968 Cell
sandy@sandywise.net

We live a pretty incredible life.

-H. Wise



January 28, 2021

Lisa A. Hanks, MMC
City Clerk
City of Fairhope
PO Drawer 429
Fairhope, AL 36533
251-928-2136

Re: SR20.01 – Pier Street Marketplace
SE Civil Project No. 20180424

Dear Lisa:

We would like to request a 180 day extension for the above referenced site plan. The project was approved on May 28, 2020.

Between COVID and two hurricanes, my client has had a hardship in obtaining bids for all of the work. The project has been moving forward and is at the building department for review. My client is requesting the additional time so that he can obtain adequate pricing and finalize his budget numbers.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Larry Smith', with a long, sweeping flourish extending to the right.

Larry Smith, PE
larry@secivil.pro

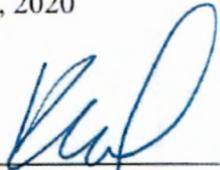
28 May 2020

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3719-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Karin Wilson is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement will be for a period of three (3) years and automatically renew annually thereafter.

Adopted on this 28th day of May, 2020



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Planning and Zoning Manager Hunter Simmons addressed the City Council to explain in-depth the Site Plan Review (SR 20.01) requested by of S.E. Civil Engineering, on behalf Wise Properties, LLC, for approval of Pier Street Marketplace, a Multiple Occupancy Project (MOP) with 3 units located at 369 S. Mobile Street, Fairhope, Alabama, consisting of 0.20 acres±; and approved contingent upon conditions recommended by the Planning Commission and Staff. Councilmember Brown said there has been social push back and to leave as is. Mr. Hunter said that it was not up to code for renovations.

Councilmember Boone moved to approve the Site Plan property owned by Wise Properties, LLC listed above. Seconded by Councilmember Brown, motion passed unanimously by voice vote.