

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

MONDAY, 26 APRIL 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Eastern Shore MPO Presentation on the Proposed Changes to the Urban Area Designation Criteria – Sarah Sislak
2. Presentation from the South Alabama Land Trust – Connie Whitaker and Diana Brewer
3. Discussion of Balancing Garbage Route Pickup Days – Dale Linder
4. Discussion of Proposed Changes for On-Call Employees – Mayor Sullivan
5. Presentation of EnCompass 360s Proposal for Safe Room Grant – Jessica Walker
6. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, April 26, 2021 – Council Chambers**

Next Regular Meeting – May 10, 2021 - Same Time and Place

WHEREAS, the Baldwin County Commission (BCC) is a member of the Eastern Shore Metropolitan Planning Organization (MPO), and

WHEREAS, the MPO was formed in 2012 to assist with transportation planning in the defined urbanized area in Baldwin County which includes the City of Spanish Fort, the City of Fairhope, the City of Daphne, the Town of Loxley, and the unincorporated areas of Baldwin County; and

WHEREAS, the MPO receives federal funding to plan and implement road and bridge projects, public transit, bicycles and pedestrians, freight, and other modes of transportation to accommodate the area's growth; and

WHEREAS, the U.S. Census Bureau has proposed changes to the Urban Area Designation Criteria for 2020 Census; and

WHEREAS, the following proposed changes could potentially impact the Eastern Shore MPO:

- Housing unit density equal to 1,000 persons/square mile threshold,
- Qualify urban areas based on a minimum threshold of 4,000 housing units or 10,000 persons instead of a minimum threshold of 2,500 persons,
- Maximum distances of jumps,
- No longer distinguishing between types of urban areas,
- No longer include the low density hop or jump "corridor" in the urban area,
- No longer include low-density territory located within indentations formed during the urban area delineation process, and

WHEREAS, the proposed changes listed above raise serious concerns with significantly reducing or possibly eliminating the Eastern Shore as an urbanized area; now

THEREFORE, BE IT RESOLVED that the Baldwin County Commission hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal.

The foregoing resolution was adopted and approved on the XX day of April 2021, by the XXXXXX.

Lisa A. Hanks, MMC

From: Dale Linder
Sent: Monday, April 12, 2021 6:18 AM
To: Lisa A. Hanks, MMC
Cc: Richard Johnson; Arthur Bosarge
Subject: Work Session request for April 26th City Council meeting
Attachments: GarbageRouteAdjustmentMap_2021.pdf; Copy of 2020 Garbage Route Count.xlsx

Lisa,
Public Works Sanitation Work Session request for April 26th City Council meeting-
Subject: Balancing garbage route pick up days

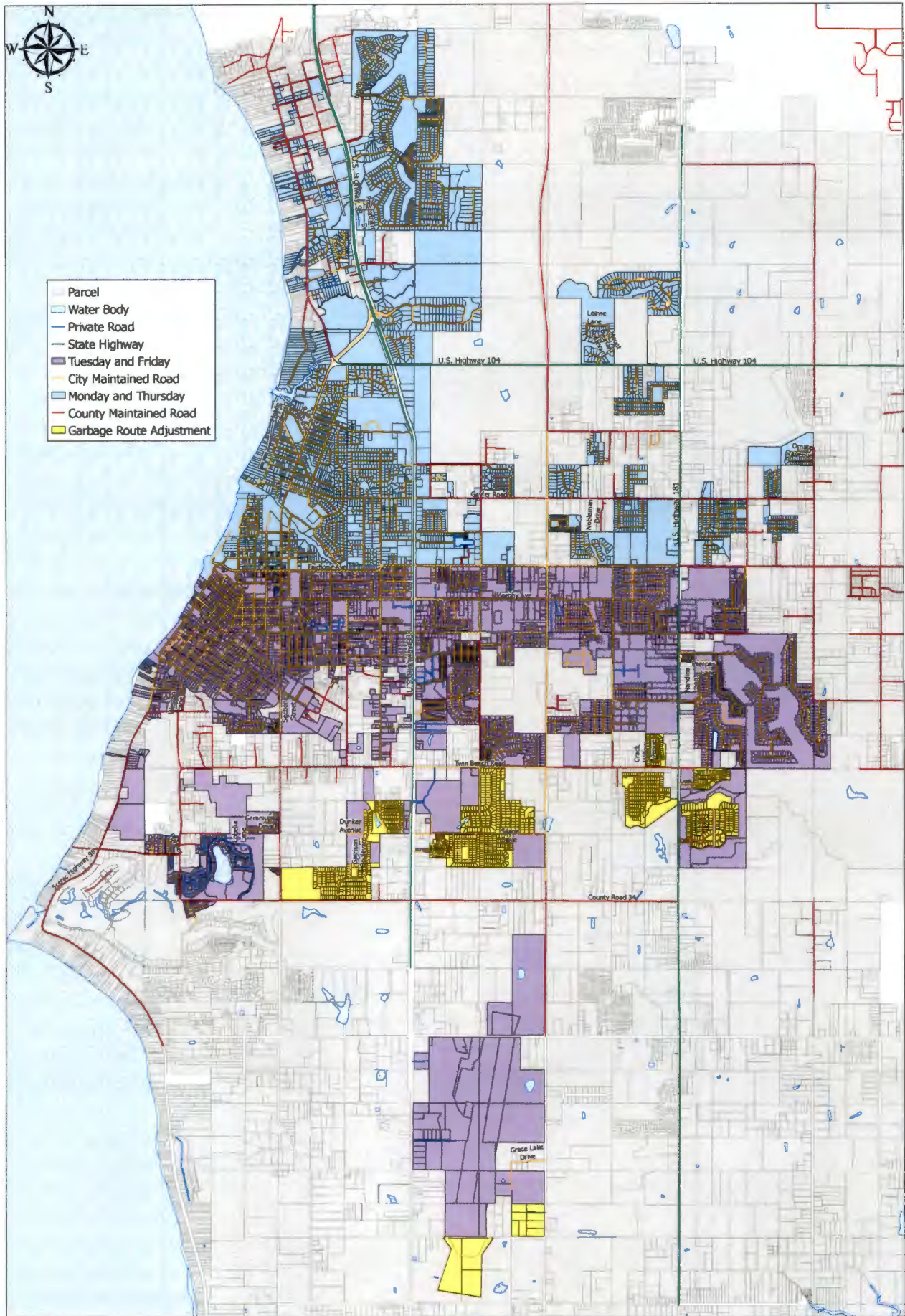
Attachments:

- Map highlighting suggested neighborhood schedule changes
 - Worksheet showing 1,726 account imbalance between southern and northern route days
1. Request: Highlighted neighborhoods to be moved from Monday & Thursday Garbage pick up days to Tuesday & Friday Garbage pickup days-
 2. Issue: Garbage crew is working 13-14 hours per Monday & Thursday scheduled pick up days verses 9 Hour per Tuesday & Friday days-
 3. Current staffing and work load assignments target 10.00 days per shift
 4. Monday & Thursday routing includer large new neighborhoods requiring additional hours to service
 5. New scheduling will address the pickup work load imbalance and allow proper on time coverage

Thank you-

Dale Linder
City of Fairhope
PH: 251.928.8003
Dale.Linder@Fairhopeal.gov

City of Fairhope Garbage Route Adjustment



Counts	Truck # / Driver	Monday 12/16/19	Tuesday 12/17/19	Thursday 12/12/19	Friday 12/13/19	DIFFERENTIAL Mon -Thurs Vs. Tue-Fri
Can Count Totals	#3467 / Ward	1,005.00	655.00	845.00	620.00	287.00
Residential Driveways		1,131.00	708.00	963.00	788.00	
Can Count Totals	#3476 / Hall	1,132.00	575.00	810.00	504.00	431.00
Residential Driveways		1,341.00	689.00	1,326.00	698.00	
Can Count Totals	#1015 / C. Smith	1,052.00	602.00	810.00	508.00	376.00
Residential Driveways		1,548.00	794.00	1,488.00	720.00	
Can Count Totals	#1159 / Piper	1,000.00	675.00	943.00	685.00	292.00
Residential Driveways		1,080.00	900.00	1,075.00	895.00	
Can Count Totals	#1509 / K. Smith	1,077.00	776.00	609.00	570.00	340.00
Residential Driveways		1109	964	1082	974	
					CANS TO BE SHIFTED	1,726.00
						345 Cans / Truck Route Avg

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510
AND REPEALING AND REPLACING ORDINANCE NO. 1662
KNOWN AS THE PERSONNEL RULES,
POLICIES AND PROCEDURES ORDINANCE

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

SECTION - IV. Wage and Salary Administration

4.06 On-Call Employees

Each week, certain Public Utility employees are placed on "on-call" status. Employees on-call are the first to be called to duty in an emergency to perform City services during non-business hours. Employees in "on-call" status will be paid at the overtime rate for eight (8) hours or the actual time worked, whichever is greater, for each weekend day or holiday the employee is "on-call." The employee will be compensated as stated under **Section 4.07** if actually called in for emergency duty on a weekday.

Each week, certain Public Works, Information Technology ("IT"), and Dispatch employees; and Magistrates are placed on "on-call" status. Employees on-call are the first to be called to duty in an emergency to perform City services during non-business hours. Employees in "on-call" status will be paid straight time for four (4) hours or the actual time worked, whichever is greater, for each weekend day or holiday the employee is "on-call." The employee will be compensated as stated under **Section 4.07** if actually called in for emergency duty on a weekday.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures – 2014," Section – IV. Wage and Salary Administration, 4.06 On-Call Employees is hereby repealed.

Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures – 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

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

ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 26TH DAY OF APRIL, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. 1662

AN ORDINANCE AMENDING ORDINANCE NO. 1510
KNOWN AS THE PERSONNEL RULES,
POLICIES AND PROCEDURES ORDINANCE

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SECTION - IV. Wage and Salary Administration

4.06 On-Call Employees

Each week, certain Public Utility, Public Works, and Information Technology ("IT") employees; and Magistrates are placed on "on-call" status. Employees on-call are the first to be called to duty in an emergency to perform City services during non-business hours. Employees in "on-call" status will be paid at the overtime rate for eight (8) hours or the actual time worked, whichever is greater, for each weekend day or holiday the employee is "on-call." The employee will be compensated as stated under **Section 4.07** if actually called in for emergency duty on a weekday.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures - 2014," Section - IV. Wage and Salary Administration, 4.06 On-Call Employees is hereby repealed.

Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures - 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

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

ADOPTED THIS 13TH DAY OF NOVEMBER, 2019


Karin Wilson, Mayor

Attest:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1662 Published in
FAIRHOPE COURIER
on Friday, November 29, 2019
 City Clerk

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 26 APRIL 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 12 April 2021 Regular City Council Meeting, minutes of 12 April 2021 Work Session, and minutes of 12 April 2021 Agenda Meeting.
2. Presentation – Lee Parks, CPA with Warren Averett, presenting the Audit for fiscal year ending September 30, 2020.
3. Report of the Mayor
4. Public Participation – Agenda Items – (3 minutes maximum)
5. Council Comments
6. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to amend Ordinance No. 1664 known as the Klumpp PUD. The property of Gayfer Village Partners, Inc. is generally located on the west side of State Highway 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama. PPIN Numbers 24160, 236701, and 316793; parcel containing 75.93 acres, more or less.
7. Ordinance – An Ordinance granting Telepak Networks, Inc. and its Affiliates d/b/a C Spire the right to use the right to use the Rights-Of-Way within the City of Fairhope, Alabama to provide Telecommunications Services and Video Services to the citizens of the City under the terms and conditions of a Construction, Right-of-Way Use & Franchise Agreement pursuant to Agreement stated in Ordinance.
8. Ordinance – An Ordinance granting a Non-Exclusive Authorization to Point Broadband Fiber Holding, LLC for the purpose of Construction and Maintaining a Fiber-Optic Transmission Line within Certain Public Rights-Of-Way within the City of Fairhope, Alabama for the Provision on Broadband Services pursuant to Agreement stated in Ordinance.
9. Resolution – That certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] receiving bids for such property (via GovDeals) sold to the highest bidder; provided, however, that the City Council shall have the authority to reject all bids, when, in its opinion, it deems the bids to be less than adequate consideration for the personal property; [2] sold for scrap or recycle at the highest offered value; [3] or disposal via landfill.
10. Resolution – That the City Council approves the proposed scope of work and authorizes continuing work on the related engineering for Phase I of the “Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the Alabama Department of Conservation and Natural Resources (ADCNR) as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act).

11. Resolution – That the City Council hereby approves and authorizes the Osprey Platform Project and its proposed location at Fairhope Docks as recommended at the April 12, 2021 City Council Work Session by Code Enforcement Officer Kim Burmeister and Mayor Sherry Sullivan.
12. Resolution – To Award RFQ for Geographic Information System Services Contract for the Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (Restore Act Project – Fairhope Area Community-Based Comprehensive Land Use Plan) to Goodwyn, Mills and Cawood, Inc. with a total not to exceed fees of \$97,500.00 (RFQ PS007-20).
13. Resolution – That the City of Fairhope approves the selection of J & M Displays for Professional Show Design and Fireworks for the Fourth of July 2021 Event pursuant to Code of Alabama, “Pyrotechnic Shooter Law”, for the Community Affairs Department with a total cost of \$32,000.00; and authorizes Mayor Sherry Sullivan to execute the Contract.
14. Resolution – That the City Council approves the selection of Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS001-20; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not to exceed \$24,000.00 annually.
15. Resolution – That the City of Fairhope has voted to procure One 57kW Natural Gas Generator and One 100kW Natural Gas Generator for Lift Stations for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated combined cost will be \$53,171.00.
16. Resolution – That the City of Fairhope has voted to procure One VacTron Vacuum Excavation System plus options including delivery for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$74,954.00.
17. Resolution – That the City of Fairhope approves the procurement of Renourishment Beach Sand for Magnolia Beach that was lost in Hurricane Sally (FEMA4563) for the Public Works Department. A request for quotes was sent to 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 responses; and awards the project to Sand & Clay, Inc. for an estimated 1,500 Dry Tons of Sand in the amount of \$17,775.00.
18. Resolution – That the City of Fairhope has voted to procure approximately 360 Tons of a Blend of Class II/III Riprap for the emergency repair of 225 linear feet of Bulkhead due to erosion at South Beach on Fairhope’s Waterfront for the Public Works Department; and the material is available for direct procurement through the South Alabama Purchasing Association (“SAPA”) which has been nationally bid ; and therefore, does not have to be let out for bid. The total not to exceed cost is \$21,240.00.

19. Resolution – That the City of Fairhope hereby Rejects Bid No. 019-21 for Fairhope Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department; and authorizes Staff to rebid due to not receiving any quotes.
20. Resolution – That the City Council approves and adopts the recommendations for the Treasury Department Restructuring and Reclassification as follows: Reclassify City Accountant from Grade (25S) to Staff Accountant (Grade 24S); and will report to the Senior Accountant; and that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Delete the Assistant Finance Director position; and the Job Description and Grade of Pay for same.
21. Resolution – That the City of Fairhope hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal.
22. Appointment - Harbor Board – Robert Barry to fill the unexpired term for Bob Riggs.
23. Reappointments – Parking Authority – Beth Fugard, Ginger Milligan, and Randy Williams
24. Reappointment – Personnel Board – Diane Thomas
25. Public Participation – (3 minutes maximum)
26. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, April 26, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, April 26, 2021 – Council Chambers**

Next Regular Meeting – Monday, May 10, 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, 12 April, 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Jay Robinson, 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 Councilmember Kevin Boone and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 22 March 2021, regular meeting; minutes of the 22 March 2021, work session; and minutes of the 22 March 2021, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and mentioned the Working Waterfront Presentation and said the conceptual idea drawing will be put online. She said that citizens will be allowed to give their input for another two weeks. Mayor Sullivan congratulated Wes Boyett for being appointed a board member for the Gas Department. She announced this is Telecommunications Week; and a Community Shred Event will be at the pier on Saturday from 10:00 a.m. to 2:00 p.m.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Hayden Giddings, 554 Jan Drive, addressed the City Council regarding Agenda Item No. 25: a resolution that the City Council hereby approves and adopts the Mobile Bay spring Classic Field Use Agreement for the Soccer Complex from April 23, 2021 through April 25, 2021. He commented that the Soccer Club handles the youth programs; recreation and travel. Mr. Giddings said they made capital improvements putting in surveillance camera, concession stand upgrades; and will be putting a shade over the concession stand. He requested that the City Council table this agenda item.
- 2) John Cocke, 307 Patlynn Drive, addressed the City Council regarding Agenda Item No. 25. Mr. Cocke said they couple recreation with academy; and they have the largest group from youth 6 through youth 8. He said you need to see how we operate; and commented the concessions go back into the concessions. He requested the City Council table Item No. 25; and they want to partner with the City.

Councilmember Martin asked would this work with Sports Tourism. Mr. Cocke replied yes; and said neither recreation nor travel can suffice without the Soccer Club. He said we work tirelessly with the soccer field and over 1,000 kids.

12 April 2021

Councilmember Conyers asked about out of town teams. Council President Burrell explained the lease amount compared to Auburn and Foley. He said very few hotels are here for lodging; and you make \$160,000.00 plus at Manley Soccer Complex. He stated no other leagues pay their volunteers. Councilmember Robinson commented no other league is combined with recreation and travel. He said there is only 12 days until the tournament; and there is a legal aspect letting one league operate different than others.

Chris Williams, Attorney working for the City, said this is a private company using City property for profit. He said the fee structure is comingled with recreation group and Travel Club. Mr. Williams said recreation needs to be separated from Travel Club. Councilmember Martin said we need to set a standard for the future. Mr. Cocke said the Board is focused on recreational players; and we pay people because we have to. He said folks are committed to the kids. Council President Burrell replied it is a small price to pay.

- 3) John Gray, 770 Big Canoe, addressed the City Council regarding Agenda Item No. 25. Mr. Gray said he was a member of Board for Club; and this is a big operation for free. He said the money is being spent back into program; and this is a non-profit not a private entity. Mr. Gray said we are only a week out before tournament; and those are public rates at other Cities not City rates. He said this needs to be tabled tonight. Council President Burrell questioned coaches and travel pay.
- 4) Tom Gullede, 511 Cromwell, addressed the City Council regarding Agenda Item No. 25; and stated he coached soccer and saw children go through recreation, challenge, and travel ball (Tournament). He said one size fits all does not fit rental facilities.

Councilmember Robinson said the rub here is you are asking for help; and legally we cannot keep together. He said all Boards are volunteer Boards running the league. He commented maybe we could credit you guys for the shade for concession. Mr. Gullede said we want to show you what we are doing; and explain how coaches are getting paid. He said we are open and abide by what we said 10 years ago. Councilmember Martin said no one is attacking the Soccer League or parents. He said the issue is no delineation between recreation and travel ball. Mr. Giddings said he was asked to meet last Tuesday.

- 5) Matt Miller, 102 Beaver Dam Road, addressed the City Council regarding Agenda Item No. 15; and said he was one of the coaches that gets paid. He said his children want to play soccer and did not want to play elsewhere. Mr. Miller said it cost more to travel than what is paid. He stated Fairhope is an amazing community and we need to straighten this out.

Council President Burrell said there are legalities to what you are doing and need to correct. He said we just want to offset our maintenance expenses.

12 April 2021

- 6) Adrain Anderson, 101 Pemberton Loop, addressed the City Council regarding Agenda Item No. 15; and said the Board is doing a great job with the fields. He said there is one Club only; and these kids represent Fairhope. Councilmember Robinson commented the Baseball Board purchased the batting cages through the Recreation League. Mr. Anderson said it is all about the kids; and he wants a positive outcome.
- 7) Bob Keyser, 19213 Fairfax Drive, Chair of Recreation Board addressed the City Council regarding Agenda Item No. 15; and said the Field Rental Agreement was started 18+ months ago. He said the Field Use Agreement was already signed in October by the Soccer Club.

Council President Burrell stated he was not opposed to soccer; and he met with Bob Keyser and agreed on \$675.00 for non-profit; and the total amount of \$2,575.00 which includes no lighting. Councilmember Conyers said he agrees with Mr. Keyser and this was strung on them now. Councilmember Boone commented you have a Recreation Board and Soccer Recreation. He said we need two separate entities: Recreation Ball and Academy.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No, 1253. Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1664 known as the Klumpp PUD. The property of Gayfer Village Partners, Inc. is generally located on the west side of State Highway 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama. PPIN Numbers 24160, 236701, and 316793; parcel containing 75.93 acres, more or less. 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 and the changes. He said the Planning Commission unanimously approved. Scott Hutchinson with Goodwyn Mills Cawood explained the initial PUD had a three story building and residential; and these will be triplexes and duplexes with Unit 3 focusing on assisted living. Mr. Hutchinson said this is a much better product with a 45 foot buffer; and every site plan has to go before Planning Commission and City Council.

Council President Burrell opened the Public Hearing at 7:35 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 7:36 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the April 12, 2021 City Council meeting.

Chief Ellis and the Fairhope Volunteer Fire Department addressed the City Council and Mayor and presented a check in the amount of \$100,000.00 which was their portion owed for a new fire engine.

12 April 2021

Councilmember Conyers moved for final adoption of Ordinance No. 1707, an ordinance to annex Mark William Mathias and Sherry Dawn Mathias property located at 103 Alsway Court, Fairhope, Alabama. Tax Parcel 43-09-43-0-000-015.001. (Introduced at the March 22, 2021 City Council Meeting). Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute all required agreements between the City of Fairhope and the United States Department of Agriculture Natural Resources Conservation Service for an Emergency Watershed protection program for Hurricane Sally (DR-4563-AL) Storm Damage. The total approved budget is \$869,500.00: \$652,125.00 (75%) NRCS's contribution of construction cost, \$217,375.00 (25%) City's contribution; and in-kind technical services from technical assistance funds up to a maximum of \$65,212.500 (limited to 7.5% of \$869,500.00). Projects: Quail Creek, Fairwood Drive, and 204, 206, 252, and 254 N. Summit Street. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4043-21

BE IT RESOLVED, BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE AS FOLLOWS:

WHEREAS, the City of Fairhope has been notified of NRCS funds to pay for the construction of certain projects listed below. These projects and funds are hereby a part of a Funding Agreement with NRCS.

WHEREAS, under the provisions of Section 216 of Public Law 81-516, Emergency Watershed Protection Program, and Title IV of the Agricultural Credit Act of 1978, Public law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed; and,

WHEREAS, the Sponsor and NRCS agree to construct emergency watershed protection measures to relieve hazards and damages related to HC Sally (DR-4563-AL), September 16, 2020 at sites identified below in Section A.

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

12 April 2021

- A. IT IS AGREED that the following described work is to be constructed at a total estimated cost of \$869,500.00; with \$652,125.00 (75%) NRCS's contribution of construction cost and \$217,375.00 (25%) City's contribution. This to be establish by Agreement with NRCS.

SITE	DSR NO.	LOCATION & DETAILS	Estimated Cost
A	5106-006	Quail Creek – UT of Cowpen Creek (between Golf Holes 2&3) – Channel Restoration - Provide slope protection and fill to cover exposed sewer mainline	\$68,500.00
C	5106-007	Fairwood Drive – Head of Big Mouth Gully – Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical side slopes	\$397,000.00
E	5106-008	204, 206, 252 & 254 N Summit St – Big Mouth Gully @ WWTP - Side Slope Stabilization - Construct rock filled mesh wire gabion baskets to prevent erosion from near vertical sides lopes	\$404,000.00
TOTALS:			\$869,500.00

- B. IT IS AGREED that NRCS will reimburse the Sponsor for eligible in-kind technical services not to exceed 7.5 percent of the actual eligible construction cost for constructing the works of improvement described in Section A. NRCS will reimburse in-kind technical services from technical assistance funds up to a maximum of \$65,212.500 (limited to 7.5% of \$869,500.00).
- C. IT IS AGREED that upon opening the bids for these projects, if costs come in higher than the NRCS Damage Survey Report (DSR) estimates, the Sponsor (City) will be allowed to request additional construction funding including the 7.5 percent in-kind technical services funding.

BE IT FURTHER RESOLVED, that Mayor Sherry Sullivan is hereby authorized to execute all required agreements between the City of Fairhope and the United States Department of Agriculture Natural Resources Conservation Service for an Emergency Watershed protection program for HC Sally (DR-4563-AL) Storm Damage. The total approved budget is \$869,500.00: \$652,125.00 (75%) NRCS's contribution of construction cost, \$217,375.00 (25%) City's contribution; and in-kind technical services from technical assistance funds up to a maximum of \$65,212.500 (limited to 7.5% of \$869,500.00).

ADOPTED AND APPROVED THIS 12TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

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 New Transmission Line on County Road 33 for the Water Department RFQ No. PS014-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4044-21

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 New Transmission Line on County Road 33 for the Water Department RFQ No. PS014-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 12TH DAY OF APRIL, 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 the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers to perform Professional Services for Website Design and Management RFQ No. PS017-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4045-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers to perform Professional Services for Website Design and Management RFQ No. PS017-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 12TH DAY OF APRIL, 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 Dewberry Engineering to perform Professional Engineering Services for Larry Newton Lift Station Replacement for the Water Department RFQ No. PS018-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4046-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Dewberry Engineering to perform Professional Engineering Services for Larry Newton Lift Station Replacement for the Water Department RFQ No. PS018-21; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 12TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Payne Management, Inc. d/b/a Payne Pipeline Services to perform Professional Consulting Services for Natural Gas Pipeline Distribution Compliance for a three year contract (RFQ No. PS013-21) with a not-to-exceed amount of \$53,160.00 per year; and authorizes Mayor Sherry Sullivan to execute the Contract. This is for Payne's Pipeline Compliance System Package to meet applicable requirements at 40 CFR Part 192. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Martin questioned postage and other options. Mr. Boyett replied it was a Federal Regulation to send via U. S. Mail.

RESOLUTION NO. 4047-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Payne Management, Inc. d/b/a Payne Pipeline Services to perform Professional Consulting Services for Natural Gas Pipeline Distribution Compliance for a three year contract (RFQ No. PS013-21) with a not-to-exceed amount of \$53,160.00 per year; and authorizes Mayor Sherry Sullivan to execute the Contract. This is for Payne's Pipeline Compliance System Package to meet applicable requirements at 40 CFR Part 192.

DULY ADOPTED THIS 12TH DAY OF APRIL, 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 the Sawgrass Consulting, LLC for Professional Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #1 Quail Creek (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$23,000.00 for Professional Service Fees; and approves the City's unbudgeted match of \$34,987.50 (based on Estimates). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4048-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of the Sawgrass Consulting, LLC for Professional Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #1 Quail Creek (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$23,000.00 for Professional Service Fees; and approves the City's unbudgeted match of \$34,987.50 (based on Estimates).

DULY ADOPTED THIS 12TH DAY OF APRIL, 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 Mayor Sherry Sullivan is hereby authorized to execute a contract with O'Donnell & Associates, Inc. to perform Professional Geologic Consulting Services for New Well #11 at Wellfield #3 for the Water Department with a not-to-exceed amount of \$50,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4049-21

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 O'Donnell & Associates, Inc. to perform Professional Geologic Consulting Services for New Well #11 at Wellfield #3 for the Water Department with a not-to-exceed amount of \$50,000.00.

DULY ADOPTED THIS 12TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase 46kv Line Work Materials and related Inventory for Substation Upgrade Projects; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The total estimated cost per Stewart Engineering will be \$591,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4050-21

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 46kv Line Work Materials and related Inventory for Substation Upgrade Projects; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The total estimated cost per Stewart Engineering will be \$591,000.00.

Adopted on this 12th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure a 2022 ALTEC Model AM55 Bucket Truck for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$282,627.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4051-21

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

[1] That the City of Fairhope has voted to procure a 2022 ALTEC Model AM55 Bucket Truck for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$282,627.00.

Adopted on this 12th day of April, 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 of Fairhope has voted to procure a Six Passenger and Wheelchair ADA Approved Shuttle for the Community Affairs Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$16,727.50. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4052-21

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

[1] That the City of Fairhope has voted to procure a Six Passenger and Wheelchair ADA Approved Shuttle for the Community Affairs Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop which has been nationally bid; and therefore, does not have to be let out for bid with an approximate cost of \$20,000.00.

Adopted on this 12th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add Senior Accountant position (Grade 26S) and Delete Finance Manager position (Grade 28S); and the Job Descriptions and Grades of Pay for same. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4053-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add and Delete the following Job Positions; and the Job Descriptions and Grades of Pay for same; and amend the budget for positions per the following:

Addition:	Job Positions	Grade of Pay
	Senior Accountant	26S
Deletion:	Finance Manager	28S

ADOPTED THIS 12TH DAY OF APRIL, 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 of Fairhope hereby amends the Budget for the FY2020-2021 as recommended to change the Fire Department Community Grants Revenue from \$200,000.00 to \$100,000.00 and the Impact Fee Funding from \$331,000.00 to \$417,157.00; and authorizes the City Treasurer to make the necessary changes. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4054-21

WHEREAS, the City Council adopted on February 8, 2021, a resolution approving and adopting the proposed Budget for the FY2020-2021, Resolution No. 3961-21; and

WHEREAS, the City of Fairhope is desirous to amend the Fire Department Budget by changing the following budgeted items:

	Budgeted	Amended
Fire Department Community Grants Revenue	\$200,000.00	\$100,000.00
Impact Fee Funding	\$331,000.00	\$417,157.00

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope hereby amends the Budget for the FY2020-2021 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

Adopted on this 12th day of April, 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 accepts and approves the proposed name of "Honor Lane" pursuant to the City's Road Name/Change Petition at the request of Allan Beck, President of Rock Creek Property Owners Association and Steven Harris, Rock Creek General Manager. The motion was seconded by Councilmember Conyers. Lynn Maser addressed the City Council and explained that Honours Golf sold to Rock Creek last year. She said they want to plant trees in honor of residents or family members on Honor Lane. After further discussion, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4055-21

WHEREAS, pursuant to the City of Fairhope’s Road Name/Change Policy adopted on June 22, 2009 to help with road name selection and changing all or a portion of a road, Allan Beck, President of Rock Creek Property Owners Association, and Steven Harris, Rock Creek General Manager, has petitioned the City of Fairhope to request the currently road in Rock Creek named “Honours Lane” to be changed to “Honor Lane.”

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope accepts and approves the proposed name of “Honor Lane” pursuant to the City’s Road Name/Change Petition at the request of Allan Beck, President of Rock Creek Property Owners Association and Steven Harris, Rock Creek General Manager.

DULY ADOPTED THIS 12TH DAY OF APRIL, 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 Council hereby approves and authorizes The Fairhope Arts and Crafts Festival Foundation for this year’s Festival to use the area in front of the Welcome Center for the artists breakfast and registration; use of the grassy area by the Clock for their media tent; and use of the green space adjacent to the Recreation Center for shuttle service. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

*

*

12 April 2021

RESOLUTION NO. 4056-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes The Fairhope Arts and Crafts Festival Foundation for this year's Festival to use the area in front of the Welcome Center for the artists breakfast and registration; use of the grassy area by the Clock for their media tent; and use of the green space adjacent to the Recreation Center for shuttle service.

Adopted on this 12th day of April, 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 hereby approves and adopts the recommendation by the Recreation Board and Recreation Director Pat White for a \$10.00 per month fee for use of the City of Fairhope Recreation Center Walking Track; and this fee shall take effect immediately. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4057-21

WHEREAS, The Recreation Board and Recreation Director Pat White has recommended a \$10.00 per month fee for use of the City of Fairhope Recreation Center Walking Track.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the City Council hereby approves and adopts recommended fee and shall take effect immediately.

ADOPTED THIS 12TH DAY OF APRIL, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the recommendation to purchase of a Scoreboard and Play Clock at W. C. Majors Football Stadium; and the Recreation Board will contact the Fairhope Booster Club and School Clubs for financial assistance to make this purchase. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4058-21

WHEREAS, The Recreation Board and Recreation Director Pat White has recommended the purchase of a Scoreboard and Play Clock at W. C. Majors Football Stadium; and the Recreation Board will contact the Fairhope Booster Club and School Clubs for financial assistance to make this purchase.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the City Council hereby approves and adopts the recommendation to purchase of a Scoreboard and Play Clock at W. C. Majors Football Stadium; and the Recreation Board will contact the Fairhope Booster Club and School Clubs for financial assistance to make this purchase.

ADOPTED THIS 12TH DAY OF APRIL, 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 Council hereby approves and adopts the City of Fairhope's Footwear Policy as presented that will help provide a healthy and safe working environment for all City Employees; and the policy shall take effect immediately. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 April 2021

RESOLUTION NO. 4059-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and adopts the City of Fairhope's Footwear Policy that will help provide a healthy and safe working environment for all City Employees; and the policy shall take effect immediately.

DULY ADPOTED ON THIS 12TH DAY OF APRIL, 2021

Jack Burrell, City 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 Council hereby authorizes and ratifies actions by Council President to purchase real property on Morphy Avenue necessary for Utility Infrastructure improvements, with execution of all related documents and agreements for the purchase. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4060-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes and ratifies actions by Council President to purchase real property on Morphy Avenue necessary for Utility Infrastructure improvements, with execution of all related documents and agreements for the purchase.

Adopted on this 12th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 April 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the Mobile Bay Spring Classic Field Use Agreement for the Fairhope Soccer Complex from April 23, 2021 through April 25, 2021 executed in October 2020 in the amount of \$2,575.00. Councilmember Conyers said we should use the October fees schedule due to the limited time and it will be a few thousand less for the City. Councilmember Conyers said he feels they did not have enough time for the new fees.

Recreation Director Pat White said the \$2,575.00 was from the existing agreement with the full non-profit rate. City Attorney McDowell said the existing agreement was for the half price rate for field use only. He said 100 hundred percent was going to the Recreation; and commented the old agreement does not fit. City Attorney McDowell told the City Council they were not being unreasonable. Councilmember Robinson agreed that \$5,000.00 is not unreasonable, but we should give them the non-profit rate of \$2,575.00 due to the extenuating circumstances. Councilmember Robinson said with the understanding before the next tournament we will know exactly what goes to Recreation and what goes to the Academy. After further discussion, the motion was seconded by Councilmember Martin; and motion passed unanimously by voice vote.

RESOLUTION NO. 4061-21

BE IT HEREBY RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the Mobile Bay Spring Classic Field Use Agreement for the Fairhope Soccer Complex from April 23, 2021 through April 25, 2021 executed in October 2020 in the amount of \$2,575.00.

Adopted on this 12th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers moved to grant the request of Bryant Whelan, Executive Director of The Eastern Shore Art Association, Inc. d/b/a Eastern Shore Art Center – Requesting the use and closure of Oak Street between Section and Bancroft Streets for their White Linen Night Gala Event; and permission to serve alcohol during this event. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

12 April 2021

Councilmember Conyers moved to grant the request of Casi Callaway, Mobile Baykeeper, requesting permission to block streets and use Park on South end of Pier, North Beach Road, Bayfront Park (pier), and Fountain area for the 2021 Publix Grandman Triathlon on May 22, 2021 (On May 21st close rose garden, no later than 5:00 p.m. and on May 22nd close road entering North Bayfront Park from 5:00 a.m. until the last racer finishes); use of barricades; and permission to serve beer on South Beach Park with all appropriate security after the race; and also requesting permission to block streets (N. Mobile Street and N. Beach Road); use the Park on the South end of the Pier; and use of barricades for the Jubilee Kids' Triathlon on May 23, 2021 from 6:30 a.m. to 10:00 a.m. (On May 21st close rose garden, no later than 7:00 p.m. and on May 22nd close road entering North Bayfront Park from 5:00 a.m. until the last racer finishes). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Exited the dais at 8:22 p.m. Returned at 8:57 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:58 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 12 April 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin,
Jimmy Conyers, Jay Robinson, 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 4:34 p.m.

The following topics were discussed:

- The first item on the Agenda was the Working Waterfront Team Presentation. Mayor Sullivan commented they reopened public participation and input; and received close to 400 comments. She introduced Brandon Bias, Planner for Goodwyn Mills Cawood; and said this is a conceptual idea only with handicap accessibility, repair of bulkhead and seawall, new fountain, and pier upgrades. He said we must meet the deadline or repay funds; and must do what funds were granted for.

Mr. Bias reviewed the timetable for project; and then went over the “Conceptual Idea for the Fairhope Working Waterfront” and answered questions from the City Council. Mayor Sullivan said we need to adopt a resolution approving the conceptual idea and scope of work.

- The Presentation of Proposed Project for USA’s Medical Building and Possible Surgery Center was next on the Agenda. Owen Bailey, CEO for USA Health, addressed the City Council and presented the Mapp Family Campus. He commented there will be teaching and care on the campus; and will be on the Southeast corner of Highway 181 and Highway104. Mr. Bailey stated the property was a donation from Louis and Melinda Mapp.

Louis Mapp addressed the City Council and commented his family has a keen interest in healthcare. Mr. Mapp said it is amazing what health care workers do at these facilities.

Mr. Bailey explained that first building will be the Professional Building for USA Specialists, Doctors’ offices, MRI, Nutrition, Laboratory, community spaces, and education spaces. The second building will be the Ambulatory Building/Facility for a Surgery Center. Councilmember Martin mentioned diabetes and nutrition for healthy eating. Council President Burrell questioned teaching and doctors/professors with new techniques. He said this would be great for the area. Mr. Bailey commented we will be providing care, education, and research.

Monday, April 12, 2021

Page -2-

- Building Director Erik Cortinas addressed the City Council and discussed the Presentation of the Regional Hazard Mitigation Plan which includes Mobile, Baldwin, Escambia, and Washington Counties. He commented this plan helps with the NRCS projects for erosion control and the FEMA deadline is May 1, 2021. Council President Burrell questioned the changes in the Plan. Mr. Cortinas explained it builds each time base on damages seen.
- The Presentation by the Fairhope Volunteer Fire Department was presented by their Treasurer Mark Poillucci. (See attached Power Point Presentation titled "Fairhope Volunteer Fire Department Business Plan 2021") Council President Burrell said these fire fighters go through the same training as full-time fire fighters. Mr. Poillucci mentioned a new truck takes about 12 to 14 months for delivery; and was just giving the City Council a heads up that this item will be coming.

Council President Burrell explained Agenda Item #18 was amended due to Impact Fees ear-marked for the Fairhope Volunteer Fire Department that needed to be used this year. He said more funds need to be spent in 2022 for the Fire Department.

- Code Enforcement Officer Kim Burmeister addressed the City Council and began the Discussion of Osprey Project at Fairhope Docks. She explained the Osprey platform and with the help of citizens and staff the cost will only be \$30.00. Ms. Burmeister said they were going to get a webcam for the platform with grant funds. (See attached osprey platform design and needed materials)
- Community Affairs Director Paige Crawford addressed the City Council regarding the Community Shred Event on Saturday from 10:00 a.m. to 2:00 p.m.
- City Treasurer Kim Creech addressed the City Council and said that the City received Cares Act money in the amount of \$424,000.00 last week. She said the user fees and maintenance fees were disallowed.
- Special Projects and Grant Manager Jessica Walker addressed the City Council and stated the Sunset Staircase Project will begin next week.
- Public Works Director Richard Johnson addressed the City Council regarding the said FEMA now seems to be moving better. He mentioned the TAP Grant application for projects up to \$800,000.00 are now being accepted. Mr. Johnson said that the discussion regarding garbage routes will be on the next Work Session.
- Recreation Director Pat White addressed the City Council and mentioned the upcoming Special Olympics at Volanta Park with the Torch Run on both days.

Monday, April 12, 2021
Page -3-

There being no further business to come before the City Council, the meeting was duly adjourned at 5:41 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



FIRE DEPARTMENT

BUSINESS PLAN 2021

Presented By:

Chief: Chris Ellis

Assistant Chief: David Thomas

Assistant Chief: Dalton Combs

Secretary: Kevin Winingar

Treasurer: Mark Poillucci





FIRE DEPARTMENT

AGENDA

- Recent Accomplishments and Incidents
- Forecasted Projects
- Present 2021 Budget
- Summary and Financial Position





FIRE DEPARTMENT

WHO ARE WE?

- 52 volunteer members
- 1,294 Training Hours in 2020
- Four Station Response Area
- Baldwin County Tanker Task Force
- Class 4 ISO since 1986
- The busiest volunteer department in Baldwin Co.
- The largest volunteer department in Baldwin Co.

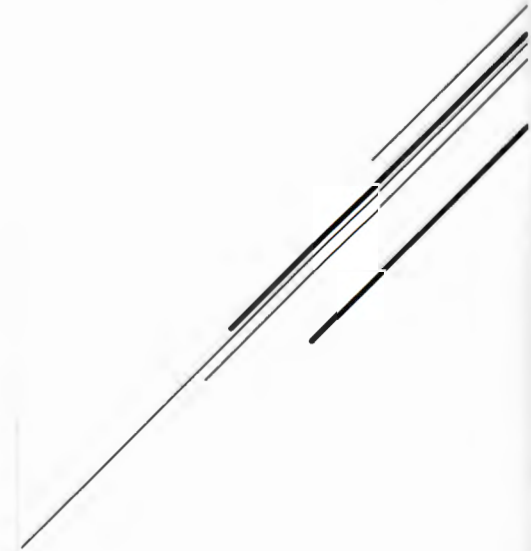
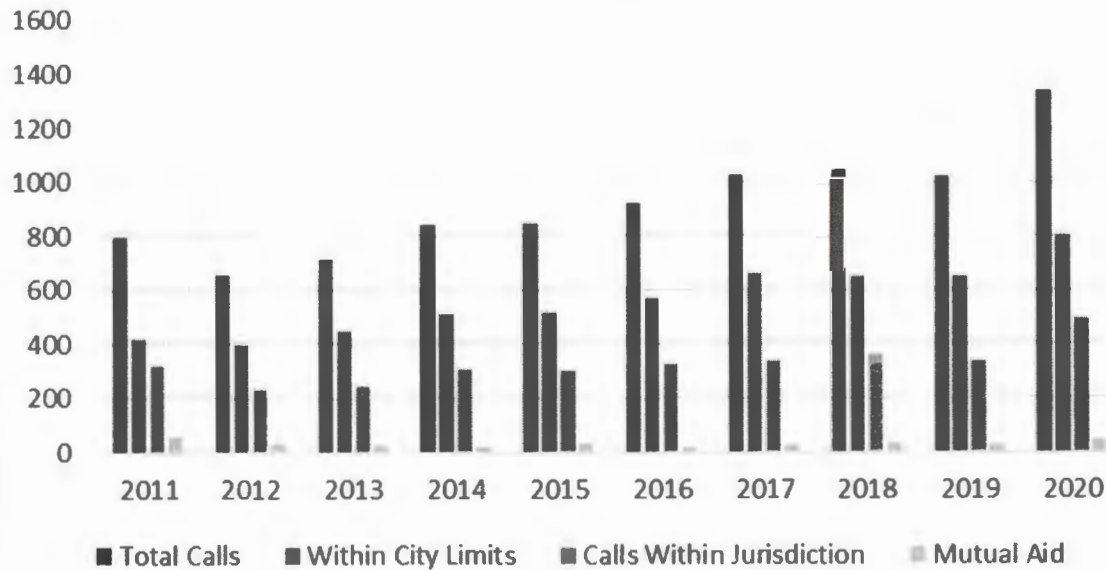




FIRE DEPARTMENT

ANNUAL INCIDENT RESPONSE

Incidents





FIRE DEPARTMENT

HURRICANE SALLY - BY THE NUMBERS

MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	2.9%
Rescue & Emergency Medical Service	15	21.74%
Hazardous Condition (No Fire)	19	27.54%
Service Call	5	7.25%
Good Intent Call	20	28.99%
False Alarm	8	11.59%
TOTAL	69	100%

- 48 hour call volume answered by over 80% of our personnel.



FIRE DEPARTMENT

RECENT ACCOMPLISHMENTS

GRANTS, TAX, FUNDRAISING, CITY PARTNERSHIP

- Squad 4 Equipment – \$60,000
- Air Pack Purchase – \$50,000 Grant
- Fire Station 4 – \$401,000 loan balance
- Fire Radio System - \$800,000 Total grant / FVFD paid
- Rescue 2 – Chassis upgrade – \$175,000 Total partnership
- Generators – 2 stations - \$20,000
- Security Cameras & Key Card System - \$45,000
- Air Conditioning Units – \$20,000
- 1,100 volunteer hours on Drill Field repairs and upgrades \$27,500



FIRE DEPARTMENT

RECENT ACCOMPLISHMENTS

GRANTS, TAX, FUNDRAISING, CITY PARTNERSHIP

- Training Expenses – \$25,000
- Fire Hose – \$80,000
- Crash Truck 3 Brake Replacement – \$30,000
- Extrication Equipment – \$25,000 Grant
- Technology Upgrades - \$10,000



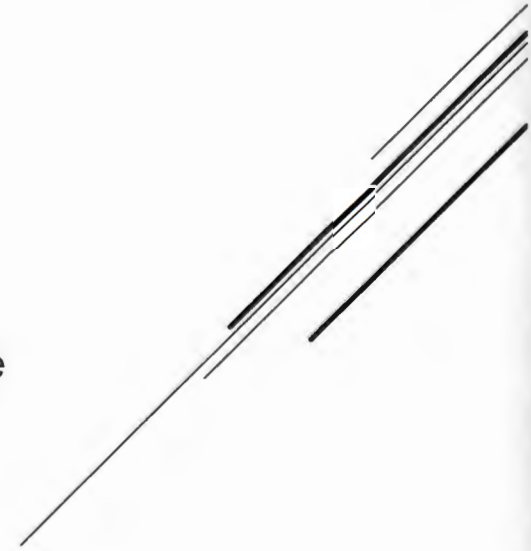


FIRE DEPARTMENT

MEMBER ACCOMPLISHMENTS

TRAINING

- State Certified Firefighters - 33
- State Certified Fire Instructors - 22
- State Certified EMT or higher - 13
- State Certified HazMat personnel - 38
- State Certified Fire Officers – 10
- Many members have advanced classes such as extrication, rope rescue, smoke diver, confined space rescue, totaling over 207 certifications in all.



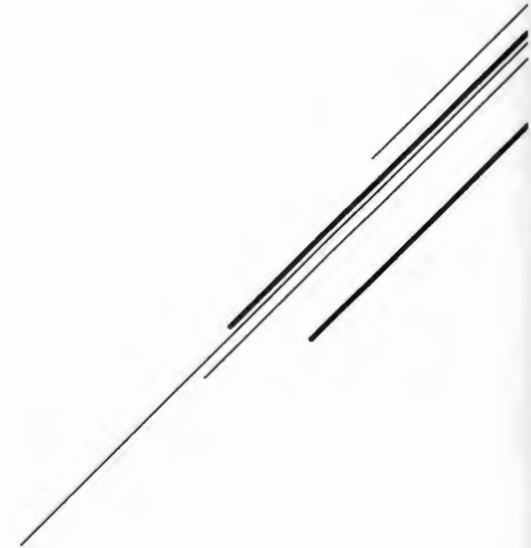


FIRE DEPARTMENT

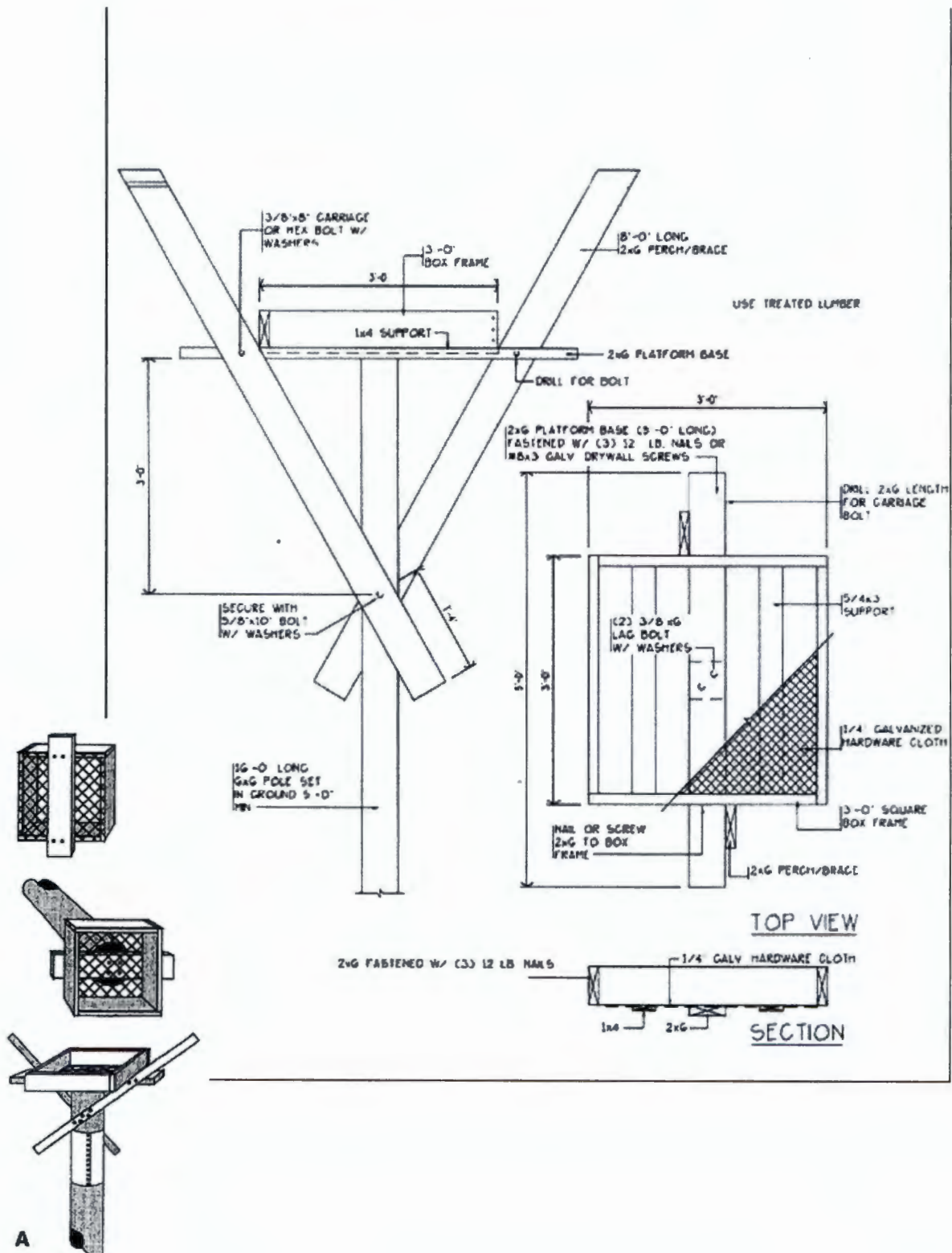
ORGANIZATIONAL OVERVIEW – STATION 1

Station 1 – Located Behind Thomas Hospital

- Engine 1 – 2021 E-One
- Ladder 1 – 1999 E-One
- Support 1 – 2002 Dodge 1500
- Fire Boat 1 – 2000 Boston Whaler
- Brush 1 – 1990 Ford F100
- Engine 6 – 1989 Custom Hush (Reserve)



Osprey Platform Diagram



Osprey Platform Material List

Pole	1	16'	6" x 6" Pressure Treated
Box Frame	1	12'	2" x 6" Pressure Treated
Platform Base	1	5'	2" x 6" Pressure Treated
Perch Base	2	8'	2" x 6" Pressure Treated
Side Supports	1	3'	5/4" x 6" Pressure Treated (Ripped)
Hardware Cloth	1	3' Square	1/4" Galvanized
Fasteners			
Platform Base to Pole	8	3/8" x 6"	Galvanized Lag Bolts
	2	3/8"	Galvanized Flat Washers
Box to Platform Base	8	#8 x 3"	Galvanized Drywall Screws (3.99/lb.) or 12 Lb. Galvanized Nails
Four Corners of Box	12	#8 x 3"	Galvanized Drywall Screws or 12 Lb. Galvanized Nails
Perch Brace to Platform Brace	2	3/8" x 8"	Galvanized Carriage Bolts
	2	3/8"	Galvanized Washers
Perch Braces to Pole	1	1/2" x 10"	Galvanized Hex Bolt
	2	5/8"	Galvanized Flat Washers
Fasten Wire to Box	40	3/8"	Galvanized Fence Staples (1.20/lb.)
Side Supports to Box	8	8b	Galvanized Nails (1.19/lb.)

All poles must have a predator guard!

orm Project

our map.

Legend

Fair

Osprey

Osprey Platform Location

Fairhope Docks Marina

Devils Hole



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, 12 April 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Jay Robinson, 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 5:41 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Water and Sewer Superintendent Jason Langley, Regulatory Compliance Officer Wes Boyett, Assistant Electric Superintendent Jeremy Morgan addressed the City Council and briefly explained their Department's Agenda Items. Mayor Sherry Sullivan thanked Mr. Langley and his crew for working over the weekend due to the storms. Council President Burrell explained Agenda Item Number 16 regarding the shuttle and reasons for delay.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:00 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 AND
AMENDING ORDINANCE NO. 1664**

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 Gayfer Village Partners, Inc. generally located on the west side of State Hwy. 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama.

KLUMPP PUD AMENDMENT

PPIN #: 24160, 236701 and 316793

Legal Description: (Case number ZC 20.10)

COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 15 1320.55 FEET TO A POINT; RUN THENCE SOUTH 00-22-18 WEST, 29.73 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING THE NORTHEAST CORNER OF "WHITE GROVE SUBDIVISION, UNIT TWO" AS RECORDED ON SLIDE 1344-B IN THE BALDWIN COUNTY PROBATE RECORDS, CONTINUE THENCE SOUTH 00-22-18 WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, 1298.08 FEET TO A CAPPED REBAR MARKER AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; RUN THENCE SOUTH 00-56-09 WEST, 1297.18 FEET TO A CAPPED REBAR MARKER ON THE NORTH RIGHT-OF-WAY LINE OF FAIRHOPE AVENUE; RUN THENCE SOUTH 89-55-36 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1178.82 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 45-24-21 EAST, 132.28 FEET TO A CAPPED REBAR MARKER ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 27; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID WEST RIGHT OF WAY LINE, 229.22 FEET TO A CAPPED REBAR MARKER; THENCE CONTINUE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 107.86 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 04-44-33 EAST, ALONG SAID RIGHT-OF-WAY, 100.24 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 433.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1562.96 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE; RUN THENCE SOUTH 89-57-26 WEST, ALONG SAID RIGHT-OF-WAY LINE, 1282.66 FEET TO THE POINT OF BEGINNING; CONTAINING 75.93 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.

Ordinance No. _____

Page -2-

2. That, the following development regulations shall govern:

A master drainage plan shall be required for the entire site and included with the initial subdivision application creating units 1-3.

City of Fairhope Site Plan Review (Zoning Ordinance) shall be mandatory for each lot within units 1-3.

City of Fairhope Subdivision Regulations (including Multiple Occupancy Project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.

In addition to the greenspace buffer on Fairhope Avenue and Gayfer Road, a 20' greenspace and tree preservation strip shall be provided along State Highway 181.

Construction of sidewalks shall be done at the time of development of the internal roadways.

A 45' combined setback and buffer shall be maintained along the western property line of the development. The western most 10' shall meet the Section 20.5-4 of the City of Fairhope Tree Ordinance.

UNIT 1:

Lots: There shall be a maximum of 12 commercial lots.

Site Plan Review: A stand-alone site plan review shall be required for each lot.

Use: Commercial uses shall be restricted to the B-2 requirements in the Fairhope Zoning Ordinance.

Dimension Standards: Setbacks, building height, and lot coverage shall be per the B-2 requirements.

Drainage and Detention: Each lot shall provide its own stormwater control and detention and shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Parking: Parking shall be located to the side or rear of the buildings. Parking shall meet the requirements of the Fairhope Zoning Ordinance.

UNIT 2:

Lots: There shall be one lot.

Units: The number of units shall not exceed 233 units.

Site Plan Review: A stand-alone site plan review shall be required.

Multiple Occupancy Project Review: A multiple occupancy project review shall be required.

Use: The use of Unit 2 shall be restricted to the R-3 requirements in the Fairhope Zoning Ordinance.

Dimension Standards: The setbacks, building height, and lot coverage shall be per the R-3 requirement. The R-3 minimum lot width shall not apply, and the lot dimension shall be as shown on the site plan.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Ordinance No. _____

Page -3-

Parking: Parking shall meet the requirements of the Fairhope Zoning Ordinance.

Greenspace: Twenty percent (20%) greenspace shall be required as shown on the site plan. Provided retention/detention shall not encroach into required greenspace other than those methods approved within the City of Fairhope Subdivision Regulations and/or as approved during MOP/Site Plan Review.

UNIT 3:

Lots: There shall be one lot.

Site Plan Review: A stand-alone site plan review shall be required.

Use: The uses of Unit 3 shall be restricted to convalescent, nursing, or assisted living.

Dimension Standards: The setbacks, building height, and lot coverage shall be per the R-3 requirement. The R-3 minimum lot width shall not apply, and the lot dimension shall be as shown on the site plan.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

The Planned Unit Development (PUD) known as Klumpp PUD is hereby amended. 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 26th day of April, 2021.

By: _____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 26th day of April, 2021.

By: _____
Sherry Sullivan, Mayor

ORDINANCE NO. 1664

**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 Gayfer Village Partners, Inc. generally located on the west side of State Hwy. 181 between Gayfer Road and Fairhope Avenue, Fairhope, Alabama.

KLUMPP PUD

PPIN #: 24160, 236701 and 316793

Legal Description: (Case number ZC 19.13)

COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 15 1320.55 FEET TO A POINT; RUN THENCE SOUTH 00-22-18 WEST, 29.73 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING THE NORTHEAST CORNER OF "WHITE GROVE SUBDIVISION, UNIT TWO" AS RECORDED ON SLIDE 1344-B IN THE BALDWIN COUNTY PROBATE RECORDS, CONTINUE THENCE SOUTH 00-22-18 WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, 1298.08 FEET TO A CAPPED REBAR MARKER AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; RUN THENCE SOUTH 00-56-09 WEST, 1297.18 FEET TO A CAPPED REBAR MARKER ON THE NORTH RIGHT-OF-WAY LINE OF FAIRHOPE AVENUE; RUN THENCE SOUTH 89-55-36 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1178.82 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 45-24-21 EAST, 132.28 FEET TO A CAPPED REBAR MARKER ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 27; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID WEST RIGHT OF WAY LINE, 229.22 FEET TO A CAPPED REBAR MARKER; THENCE CONTINUE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 107.86 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 04-44-33 EAST, ALONG SAID RIGHT-OF-WAY, 100.24 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 433.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1562.96 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE; RUN THENCE SOUTH 89-57-26 WEST, ALONG SAID RIGHT-OF-WAY LINE, 1282.66 FEET TO THE POINT OF BEGINNING; CONTAINING 75.93 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**, the following development regulations shall govern:

A master drainage plan shall be required for the entire site and included with the initial subdivision submittal.

Ordinance No. 1664

Page -2-

UNIT 1:

Lots: There shall be 16 commercial lots.

Site Plan Review: A stand-alone site plan review shall be required for each lot.

Use: Commercial uses shall be restricted to the B-2 requirements in the Fairhope Zoning Ordinance.

Dimension Standards: Setbacks, building height, and lot coverage shall be per the B-2 requirements.

Drainage and Detention: Each lot shall provide its own stormwater control and detention and shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Parking: Parking shall meet the requirements of the Fairhope Zoning Ordinance.

UNIT 2:

Lots: There shall be one lot.

Units: The number of units shall not exceed 232.

Site Plan Review: A stand-alone site plan review shall be required.

Multiple Occupancy Project Review: A multiple occupancy project review shall be required.

Use: The use of Unit 2 shall be restricted to the R-5 requirements in the Fairhope Zoning Ordinance.

Dimension Standards: The setbacks, building height, and lot coverage shall be per the R-5 requirement. The R-5 minimum lot width shall not apply, and the lot dimension shall be a 40' front setback on the western line of Unit 2; and a 30' setback on all other lot lines.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Parking: Parking shall meet the requirements of the Fairhope Zoning Ordinance.

UNIT 3:

Lots: There shall be 67 single family residential lots.

Subdivision Approval: The subdivision review process as outlined in the Fairhope Subdivision Regulations shall be required.

Use: The use of Unit 3 shall be restricted to the R-3 requirements in the Fairhope Zoning Ordinance.

Dimension Standards:

Setbacks: Front – 20', Rear – 35', Side – 7.5', and Street Side – 20'.

Lot Width: The minimum lot width shall be 55'.

Lot Area: The minimum lot area shall be 6,000 square foot.

Building Height: The maximum building height shall not exceed 30'.

Ordinance No. 1664
Page -3-

Lot Coverage: The maximum total lot coverage by principle structure shall not exceed 45%.

Drainage and Detention: Drainage and detention shall meet the Storm water Standards requirements in the Fairhope Subdivision Regulations.

Common detention shall be provided in the Common Area of Unit 3 for all lots in Unit 3.

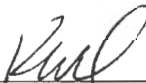
Landscape Buffer: A 10' wide landscape buffer shall be required along the full width of the western boundary of Unit 3 as required by the Fairhope Tree/Landscape Ordinance.

The property is hereby initially zoned Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

Effective Date – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 25TH DAY OF NOVEMBER, 2019



Karin Wilson, Mayor

ATTEST:



Lisa A. Hanks, MMC
City Clerk

ZC 20.10 Klumpp PUD Amendment

Property Owner /Applicant: Gayfer Village Partners, LLC; Mr. Tom Mitchell; Mr. Bill Mitchell

General Location: Northwest intersection of SR 181 and Fairhope Avenue (CR 48)

Project Type: Planned Unit Development (PUD)

Number of lots: 15

Unit 1 – 13 Lots (19.03 Acres); Unit 2 – 410 Units (41.03 Acres); Unit 3 – 106 Units (10.63 Acres)

Zoning District: PUD

Parent Parcel PPIN Number: 236701, 24160, 316793

Engineer of record: Scott Hutchinson, GMC

Surveyor of record: Goodwyn, Mills, and Cawood, Inc.

School District: Fairhope East Elementary, Fairhope Middle and High Schools

Report prepared by Hunter Simmons

Comments:

The applicant is seeking amendment of PUD ordinance number 1664 related to the Klumpp Planned Unit Development adopted November 25, 2019. The subject property is located at the northwest intersection of State Highway 181 and Fairhope Avenue/County Road 48 and extends north to the southwest corner of State Highway 181 and Gayfer Avenue/County Road 30.

At the request of the applicant, Case ZC 20.10 was tabled at the December 7, 2020 Planning Commission meeting. The revised plan more clearly states the applicant's objectives. Unit 1 still consists of 13 B-2 lots. Unit 2 and 3 are based on R-3 zoning. Pedestrian connectivity was added throughout the site and along the perimeter. The buffer along the westernmost perimeter was increased from 30' to 45' and now includes a screen, as well as a walking trail/sidewalk.

Staff Recommendation

Staff recommends Case # ZC 20.10 Klumpp Planned Unit Development (PUD) amendment for PPIN's 236701, 24160, 316793 be APPROVED subject to the following conditions:

1. A master drainage plan shall be prepared for the entire site and included with the initial subdivision application creating units 1-3
2. City of Fairhope site plan review (Zoning Ordinance Article II, Section C.2.) shall be mandatory for each lot within units 1-3.
3. City of Fairhope subdivision regulations (including multiple occupancy project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.

4. A 20' greenspace and tree preservation strip shall be provided along Hwy 181.
5. Unit 2 will require 20% greenspace as shown. Provided retention/detention shall not encroach into required greenspace other than those methods approved within the City of Fairhope Subdivision Regulations and/or as approve during MOP/Site Plan Review.

Public Hearing

Jeremy Sasser of 438 Swaying Willow Avenue – He stated concerns with the number of access points to St. Hwy. 181, Fairhope Avenue, and Gayfer Road Extension. He suggested the uses be limited on the corner lots, limiting the number of drive-thrus, and asked about screening of the parking and dumpsters.

Scott Hutchinson of Goodwyn, Mills, and Cawood, Inc. was present on behalf of the applicant.

Motion:

Jimmy Conyers made a motion to accept the staff recommendation to APPROVE subject to the following conditions:

1. A master drainage plan shall be prepared for the entire site and included with the initial subdivision application creating units 1-3
2. City of Fairhope site plan review (Zoning Ordinance Article II, Section C.2.) shall be mandatory for each lot within units 1-3.
3. City of Fairhope subdivision regulations (including multiple occupancy project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.
4. A 20' greenspace and tree preservation strip shall be provided along Hwy 181.
5. Unit 2 will require 20% greenspace as shown. Provided retention/detention shall not encroach into required greenspace other than those methods approved within the City of Fairhope Subdivision Regulations and/or as approve during MOP/Site Plan Review.
6. Construction of sidewalks shall be done at the time of development of the internal roadways.

2nd:

Hollie MacKellar 2nd the motion and the motion carried unanimously with the following vote:

Vote:

AD – Aye

RB – Aye

HK – Aye

JW – Aye

LT – Absent

HM – Aye

JL – Aye

CHB – Absent

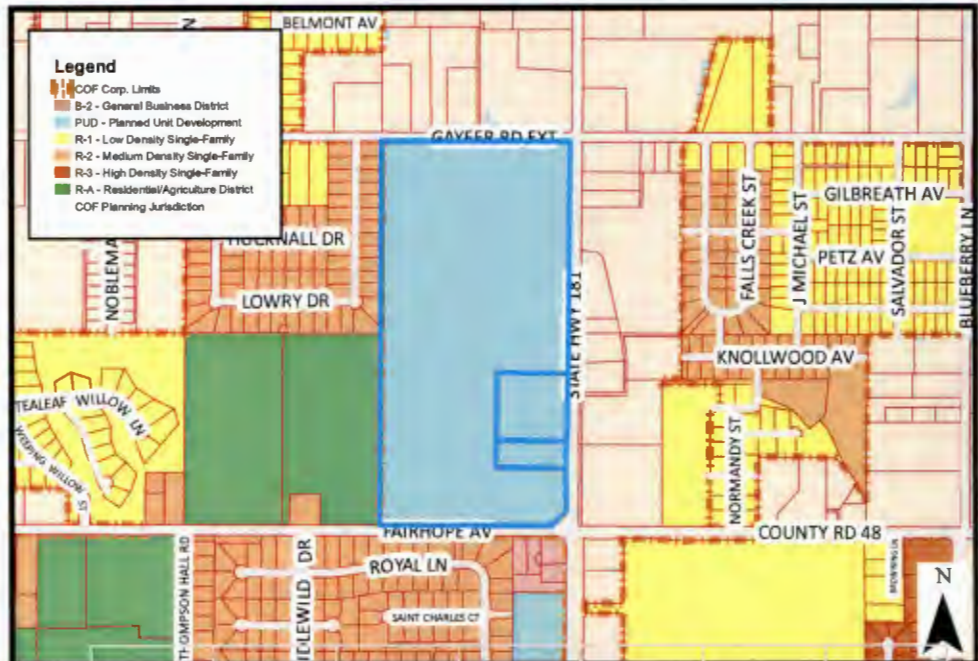
JC – Aye

City of Fairhope Planning Commission

January 4, 2021



ZC 20.10 - Klump PUD



Project Name:

Klump PUD amendments

Site Data:

80 acres (approximately)

Project Type:

Planned Unit Development (PUD)

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

Planned Unit Development (PUD)

PPIN Number:

236701, 24160, 316793

General Location:

Northwest intersection of SR 181 and Fairhope Avenue (CR 48)

Surveyor of Record:

Goodwyn, Mills, and Cawood, Inc.

Engineer of Record:

Scott Hutchinson, GMC

Owner / Developer:

Gayfer Village Partners, LLC
Mr. Tom Mitchell Mr. Bill Mitchell

School District:

Fairhope East
Fairhope Middle and High Schools

Recommendation:

Approve with Conditions

Prepared by:

Hunter Simmons



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Gayfer Village Partners, LLC Phone Number: 251-928-0071
 Street Address: PO Box 130
 City: Daphne State: AL Zip: 36526

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

Name: Goodwyn, Mills & Cawood, Inc. Phone Number: (251) 626-2626
 Street Address: 2039 Main Street
 City: Daphne State: AL Zip: 36526

Current Zoning of Property: County Unzoned
 Proposed Zoning/Use of the Property: Planned Unit Development (PUD)
 Property Address: 20751 State Highway 181, Fairhope, AL 36532
 Parcel Number: 46-05-15-0-000-001.001, 46-05-15-0-000-001.000, 46-05-15-0-000-001.003
 Property Legal Description: See attached
 Reason for Zoning Change: To allow for the construction of a mixed use residential / retail development

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: _____
 The improvements will consist of new roadways, retail shops and apartments. Approximate start date is March 2021.

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.

Tom Mitchell
 Property Owner/Leaseholder Printed Name

 Date 10/21/20

[Signature]
 Signature

Fairhope Single Tax Corp. (If Applicable)

RECEIVED
 OCT 21 2020
 BY: EB

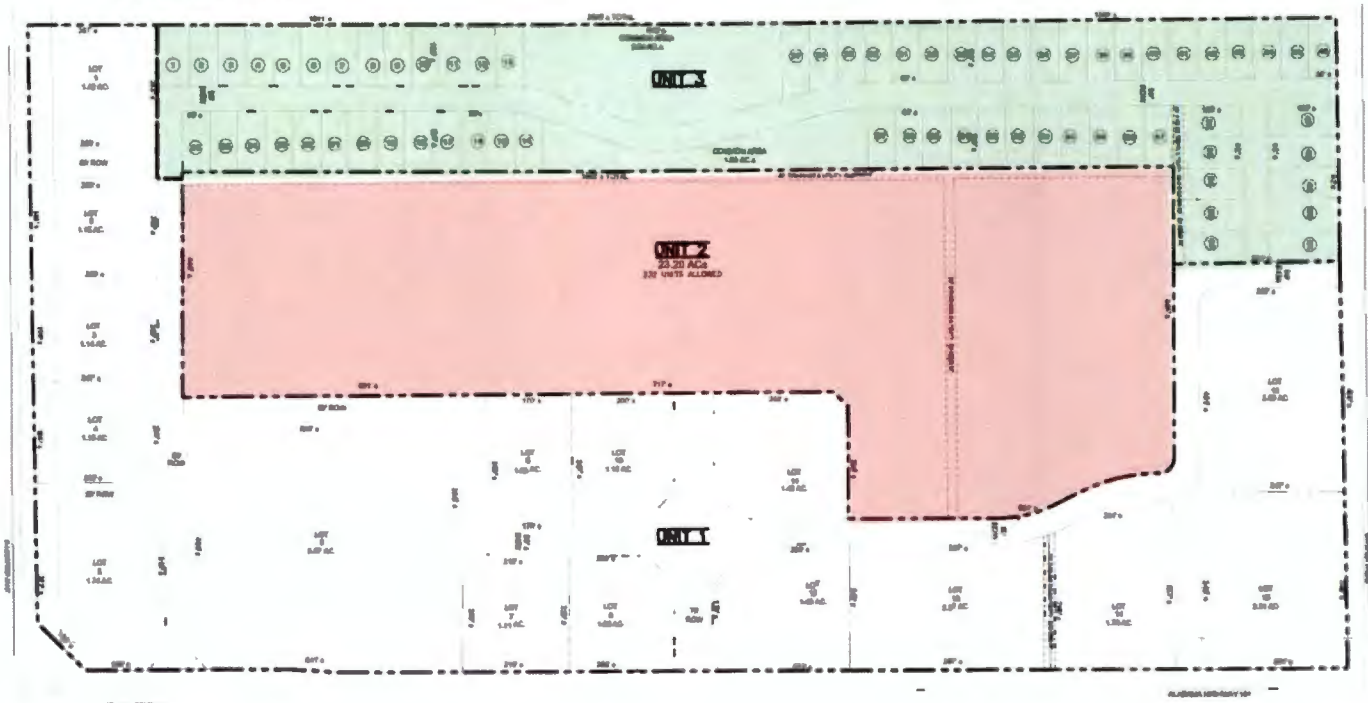
Summary of Request:

The applicant is seeking amendment of PUD ordinance number 1664 related to the Klumpp Planned Unit Development adopted November 25, 2019. The subject property is located at the northwest intersection of State Highway 181 and Fairhope Avenue/County Road 48 and extends north to the southwest corner of State Highway 181 and Gayfer Avenue/County Road 30.

The subject property is bordered to the northwest by the adjoining White Grove subdivision, zoned R-2 medium density single family residential, and bordered to the southwest by the adjoining PPIN 14493 zoned R-A residential agricultural. The subject property adjoins Idlewild Subdivision (R-2) to the south, separated by the Fairhope Avenue right-of-way (ROW) as well as various properties comprising the southwest intersection of Fairhope Avenue and HWY 181, all zoned B-2 general business district. All remaining properties adjoining subject property are separated from subject property via ROW and are located within unzoned Baldwin County Planning District 14.

Comments:

ORIGINAL PUD



The subject property is comprised of one large (PPIN 236701) generally rectangular parcel fronting AL HWY 181, Fairhope Avenue, and Gayfer Road Extension, all paved, publicly-maintained streets. PPINs 24160 and 316793 are inclusive of PPIN 236701 and will likely become functions of a future subdivision.

The site plan supporting the original PUD (Case number ZC 19.13) is included above in excerpted form and color-coded to reflect the “units” proposed for the PUD. The requested site plan that amends the PUD ordinance is included below.

PROPOSED PUD AMENDMENT (Revised for January PC Meeting)



- **Unit 1**
 - As approved Unit 1 (28.79 acres +/-) contains 16 lots with allowable uses and lots sizes identical to B-2 General Business District Zoning. The developer requests, via inclusion of drawing 2 of 2 in the PUD ordinance, self-imposing the Site Plan Review procedure as included within Fairhope’s Zoning Ordinance.
 - As requested, Unit (19.06 acres +/-) will contain up to 12 lots. Similar to the original PUD, the requested Unit 1 contains allowable uses and lots sizes identical to B-2 General Business District Zoning. Also similar to the original PUD the developer requests, via inclusion of drawing C3.01 in the PUD ordinance, self-imposing the Site Plan Review procedure as included within Fairhope’s Zoning Ordinance.
- **Unit 2**
 - As approved Unit 2 (23.20 acres +/-) depicted in light red on the facing page identically replicates the use of R-5 High Density Dwelling Residential (10 units per acre, for 232 units total) but requests the lot size shown on the site plan drawing 1 of 2 in lieu of the allowable number of dwelling units included within Table 3-2 in the City of Fairhope Zoning Ordinance. Similar to Unit 1 Unit 2 will be required to follow the Site Plan Review procedure included in *The City of Fairhope Zoning Ordinance* as a self-imposed requirement of the PUD.
 - As requested, Unit 2 (41.03 acres +/-) closely replicates R-3 High Density Single-Family Residential but requests the lot size and approximate building layout (Up to 233 Units) shown on the site plan drawing C2.01. Similar to Unit 1 Unit 2 will be required to follow the Site Plan Review procedure included in *The City of Fairhope Zoning Ordinance* as a self-imposed requirement of the PUD.
- **Unit 3**

- As approved Unit 3 (14.11 acres +/-) depicted in light green on the original site plan contains 67 residential lots modeled after an R-3 zoning district with modifications that reduces the minimum lot size and increases the allowable lot coverage. At the time of development activities unit 3 shall follow the City of Fairhope’s Subdivision Review Process and comply with the current Subdivision Regulations in addition to the requirements of the PUD ordinance. The original submission to the Planning Commission included 77 single family lots, however the reduction to 67 single family lots reflects conditions of approval required by the Planning Commission at the time of consideration.
- As requested, Unit 3 (10.63 acres +/-) removes the single-family residential lots from the development and proposes requirements modeled after R-3 zoning district (approximately 59 Units) with modifications that reduces the minimum width. The allowed use for Unit 3 shall be limited to convalescent, nursing, or assisted living. The applicant indicates they do not wish to provide a layout of the proposed development for Unit 3 at the time of PUD amendment, but wishes to self-impose the site plan approval process for Unit 3 should the PUD amendment receive approval.

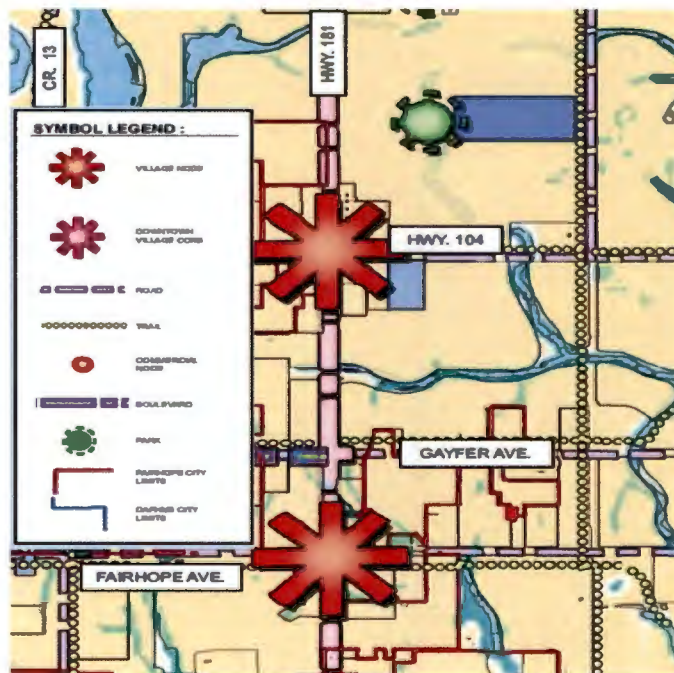
The following was provided within the December staff report. Notes in red highlight the amendments made in the applicant’s revised plan.

Fairhope’s Zoning Ordinance (Article II Section C.1.e) contains nine (9) criteria by which an application for re-zoning shall be reviewed:

(1) Compliance with the Comprehensive Plan;

Response:

The intersection of Hwy 181 and Fairhope Ave is listed as a Village Node within the Comprehensive Plan. “Highway 181 / Fairhope Ave presents an additional village opportunity. While this area has seen a growth of large retailers in the recent past due to regulatory limitations (i.e. significant property located outside of the City Limits in unzoned Baldwin County), it is in the early stages of village pattern development. River Mill Subdivision is connected to both Fairhope Avenue and Windmill Road. The residential areas around Gayfer Avenue and Blueberry Lane are built in accordance with the City Subdivision Regulations and provide neighborhood level greenspace, sidewalks, streets, trees, and connectivity. While this area will evolve over time, the “bones” of a village are generally in place.”



Specifically, in regard to Village Nodes, the Comprehensive Plan reads “Simply evaluating development at these areas (Village Nodes) will not result in a Village – it will take a proactive effort”. The following excerpt from the Comprehensive Plan is provided for guidance:

Size - They should be 30,000 to 180,000 square feet in commercial / mixed-use development.

Street Location - They should push as close to the street as possible

Architectural Guidelines - There should be building design guidelines that deal with architectural themes, materials, and massing. There should be an architectural “anchor”, a building with a distinct and focused character, in each village.

Automobile Access - Automobile access will be important to the success of the village, thus it should be incorporated as appropriate. However, addressing the location and aesthetics of parking lots will be critically important. Vehicular access from the supporting and existing roadways is also important. Integration of Right-of-Way improvements, turn lanes, signals, sidewalks, landscaping, street lighting, push-pad signals, crosswalks, and similar infrastructure should be comprehensively evaluated by the City. This would result in the Right-of-Way and roadways being upgraded in conjunction with the development. Internal circulation must not be the typical maneuvering areas through a large parking lot, but seek to create more of a streetscape experience with “on-street” parking in either a parallel or diagonal configuration. A good operating principle would be that large surface parking lots should not dominate the view of building frontages. Vehicular access is always important and should be accommodated; however, parking is a net negative in terms of visual quality.

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

Response: PUD Planned Unit Development: This district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs. While the original PUD’s regulating plan was general, deferring specifics to future Site Plan Reviews, there was a framework for meeting the intent of a PUD. The proposed amended PUD, by being overly general, makes it difficult to recommend approval.

The applicant has self-imposed a site plan review for all units. The first unit developed will require installation of

Unit 2, for example, should not require a future Site Plan review. It is feasible to include a comprehensive site plan (for Unit 2) as part of this PUD process with landscape plans, architectural examples, etc., and, at the least, include pedestrian circulation for the entire PUD. It would also be prudent to include guidelines for the Units 1 & 3 to ensure they are developed consistent with Fairhope’s Comprehensive Plan, which may include build-to/setback lines, landscape buffers, planned green space, plant selections, etc.

Unit 2 is now proposed as illustrate on C2.01 and includes up to 233 units. Sidewalks were provided within Unit 2 and the westernmost buffer was increased to 45', which now includes a sidewalk connecting all three units with both Fairhope Ave and Gayfer Rd. Within the 45' buffer, the westernmost 10' will be planted to provide a buffer/screen consistent with the City of Fairhope Tree Ordinance. Street Trees will also be planted in accordance the City of Fairhope Tree Ordinance.

Staff does have some concern that some conflicts exist between retention/detention, possible wetlands, and greenspace requirements within Unit, but those are not part of this review. Unit 2 will require a site plan review as well as an MOP review in the future to resolve the above-referenced concerns. Staff recommends a condition of approval to memorialize the 20% greenspace per density shown and urge that retention/detention should not be placed where greenspace is currently shown unless installed as an improved amenity, such as accessible ponds with landscape consistent with the City of Fairhope Tree Ordinance.

A condition of approval of the previously approved plan required a master drainage plan at time of subdivision and staff makes the same recommendation for the current application.

Unit 1 lots require parking to be located to side or rear of buildings.

The following was submitted by the applicant to further support a comprehensively planned development.

4. In attempt to achieve a cohesive character of residential development in Unit 2; Fronts of all residential building units within Unit 2 shall fall within in a 20' min. and a 40' maximum build to zone from the street, with the exception of buildings impacted by utility locations, lighting, or buildings located along corners, or curves in the street in which case these buildings may vary from this build-to zone.
5. In attempt to achieve a cohesive character of development in Unit 1 and 2; All building facade materials shall be constructed of like materials set, in precedent, by the 1st site plan development submittal.

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

Response: The comprehensive plan describes a village center at this location and states that the "bones" are already in place. The surrounding properties are unzoned, RA, R-2, and B-2. The original PUD provided adequate transition to the single-family residential along the western boundary, while also allowing denser and more intense uses along the highway corridor and internally within the site. Staff is concerned that the submitted PUD amendment, with its removal of higher-density single family residential, diminishes the transition of use and transition of density contemplated by the comprehensive plan.

The westernmost buffer was increased to 45' and will include a 10' screen abutting adjacent property.

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

Response: Fairhope Public Utilities can be made available during the subdivision process; however, staff urges the applicant to contact Fairhope Public Utilities in short order to discuss utilities,

particularly access to sanitary sewer. The “upsizing” provisions of the subdivision regulations will likely be invoked if development activities proceed.

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

Response: Wetlands are present on the subject property and all wetland delineations, reports, ordinances, and buffers will be required during the development 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 will be applied.

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

Response: As mentioned previously staff is concerned about the loss of single family residences within the PUD, and the possibility of higher-density multi-family located directly-adjacent to lower density (R-1 and R-2) single family residential.

The westernmost buffer was increased to 45’ and will include a 10’ screen abutting adjacent property.

In addition, pedestrian circulation should be designed connecting the subject property with adjacent and surrounding properties.

Sidewalk connections were made throughout the site connecting all units together, as well as connecting to the perimeter sidewalks and on all public roads. As opposed to the previous plan, sidewalks and street trees are provided fronting Hwy 181. Planning Commission may want to discuss when installation of perimeter sidewalks and street trees are installed.

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

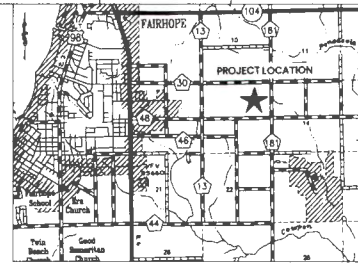
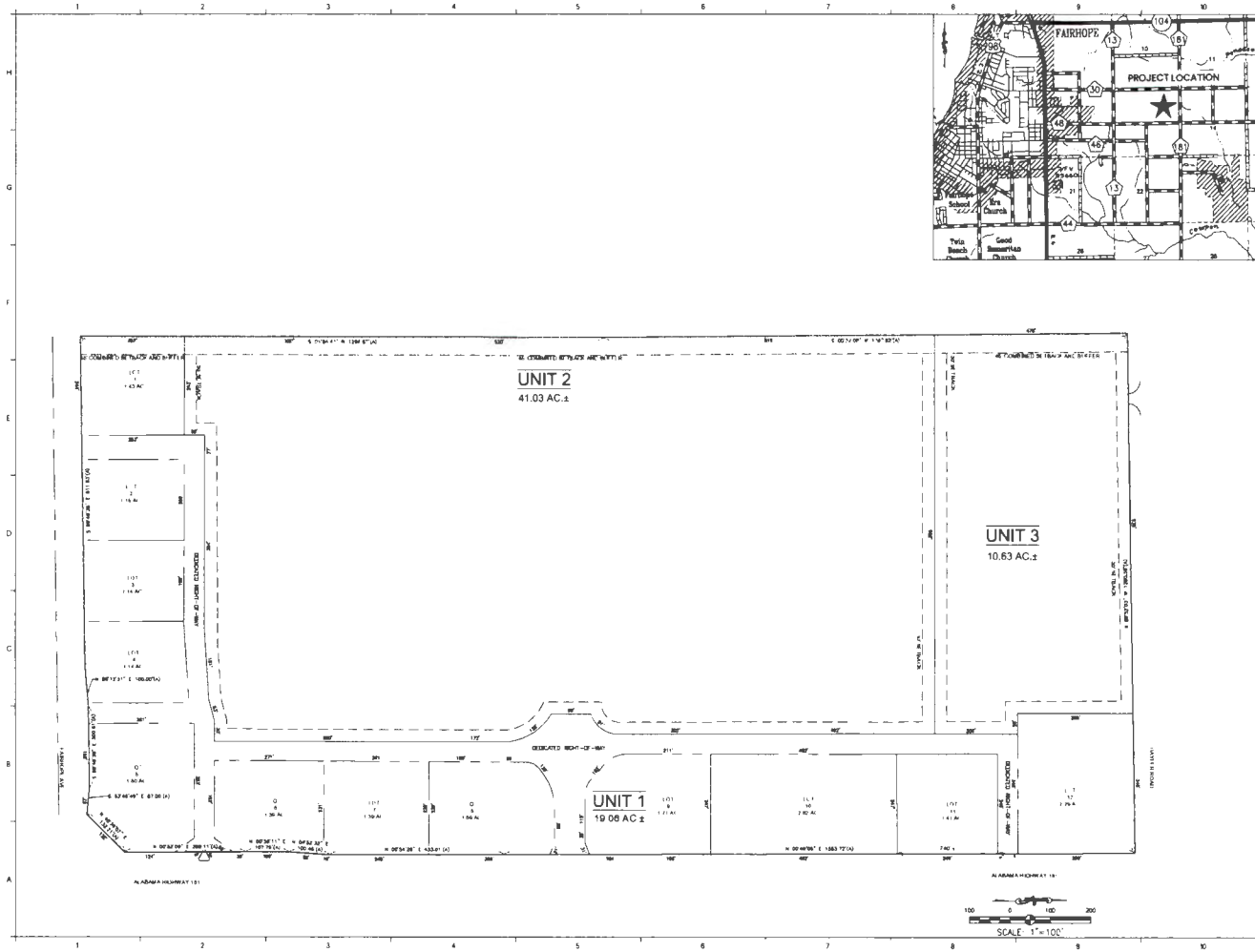
Response: As mentioned previously staff is concerned about the loss of single family residences within the PUD and the possibility of high-density multi-family uses located directly-adjacent to lower density (R-1 and R-2) single family residential uses. As proposed, B-2 and R-5 abut R-1 and R-2 properties. Staff recommends a better transition to adjacent properties that may come in the form of larger buffers, greenspace, or less dense housing.

The westernmost buffer was increased to 45’ and will include a 10’ screen abutting adjacent property. Per the City of Fairhope Tree Ordinance, a 20’ preserved greenspace shall be provided along Fairhope Ave and Gayfer Rd. Development along Hwy 181 was not contemplated when the Tree Ordinance was adopted. Staff would like to recommend a condition of approval that the 20’ preserved greenspace be provided along Hwy 181 as well. To be clear, this does not impose an additional 20’ to the required setback, but rather preserve the space within the setback for the preservation of trees.

Staff Recommendation:

Staff recommends Case # ZC 20.10 Klumpp Planned Unit Development (PUD) amendment for PPIN's 236701, 24160, 316793 be **APPROVE** subject to the following conditions:

1. A master drainage plan shall be prepared for the entire site and included with the initial subdivision application creating units 1-3
2. City of Fairhope site plan review (Zoning Ordinance Article II, Section C.2.) shall be mandatory for each lot within units 1-3.
3. City of Fairhope subdivision regulations (including multiple occupancy project provisions as applicable) shall be required for the creation of all lots and units within the Klumpp PUD.
4. A 20' greenspace and tree preservation strip shall be provided along Hwy 181.
5. Unit 2 will require 20% greenspace as shown. Provided retention/detention shall not encroach into required greenspace other than those methods approved within the City of Fairhope Subdivision Regulations and/or as approve during MOP/Site Plan Review.



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 Orange Beach, AL 36561
 Tel: 904.931.1111
 gmc@gtfcorp.com

17 DECEMBER 2020

KLUMPP PARCEL
 PRELIMINARY DEVELOPMENT
 FAIRHOPE, ALABAMA

GMC PROJECT CMO8180788

OVERALL SITE PLAN

SCALE 1"=100'

C1.01



UNIT 1 LANDSCAPE NOTES:
 UNIT 1 LANDSCAPE SHALL PROVIDE A MINIMUM OF 30% TREE COVERAGE WITHIN THE UNIT. TREES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA. TREE SPECIES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA. TREE SPECIES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA.

UNIT 2 LANDSCAPE NOTES:
 UNIT 2 LANDSCAPE SHALL PROVIDE A MINIMUM OF 30% TREE COVERAGE WITHIN THE UNIT. TREES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA. TREE SPECIES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA.

UNIT 3 LANDSCAPE NOTES:
 UNIT 3 SHALL PROVIDE A MINIMUM OF 30% TREE COVERAGE WITHIN THE UNIT. TREES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA. TREE SPECIES SHALL BE SELECTED FROM THE LIST OF APPROVED TREES OF THE CITY OF TAMPA.

GENERAL NOTES:
 ALL UTILITIES SHALL BE LOCATED AS SHOWN ON THE ATTACHED UTILITY PLAN. ALL UTILITIES SHALL BE DEEPENED TO 48" MIN. UNLESS OTHERWISE NOTED. ALL UTILITIES SHALL BE DEEPENED TO 48" MIN. UNLESS OTHERWISE NOTED.

SCALE: 1"=100'

GMC

2025 Main Street
 Dunwoody, GA 30095
 770.261.2000
 www.gmc.com

17 DECEMBER 2020

KULLUMP PARCEL
 CONCEPTUAL SITE PLAN
 PREPARED BY GMC

GMCProject: CM08197186

CONCEPTUAL SITE PLAN
SCALE: 1"=100'
C2.01A

November 30, 2020

City of Fairhope
attn: Emily Boyett
Re: Case no. ZC20.10 "Klumpp Parcel"

Dear Emily,

Enclosed herein are comments concerning the proposed site plan.

The **northernmost entrance** on SR 181 appears to be a Right In- Right Out configuration. Until SR 181 is a divided highway between Gayfer and Fairhope Ave., motorists are likely to ignore common sense, pavement markings, and signage and the RI-RO concept.

Evidence: watch Walmarts RI-RO accesses.

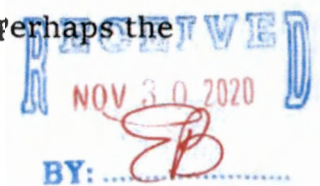
The **middle entrance** on SR 181 appears to be yet another traffic signal. Could a traffic circle be a better option? Fairhope does not need another traffic signal on this section of road.

The **south entrance** on SR 181 simply to close to the existing SR 181/ Fairhope Ave. intersection. Again, a Right In- Right Out configuration works in theory only.

The **easterly entrance** on Fairhope Ave. is the worst potential problem. This is already a traffic mess. There are three uncontrolled accesses nearby: Bay Shore's Gas station, the car wash, and Golden Auto Sales. The 8-1/2 x 11 inch drawing provided by the city is deficient in that it does not show those three accesses. Plus the **easterly entrance** appears to be uncontrolled. A mess. It might be time for the city to clean up the existing accesses here. Perhaps a raised concrete median on Fairhope Ave. is warranted, similar to what is sorely needed on Fairhope Ave. at Walgreen's, to stop dangerous and illegal movements.

The **westerly entrance** on Fairhope Ave. is difficult to evaluate, since the existing intersection at Idlewild Blvd. is not shown. Therefore, one cannot discern how the new entrance will align with Idlewild Blvd.

Finally, I count 236 new residential units on the proposed project. Perhaps the



city can accept this much growth. Or this project will help push current water supplies, sewer capacity, and the electric grid to a tipping point.

Each new development adds cars to Fairhope Ave. Each new development adds motorists who simply won't adhere to small-town speed limits, won't yield to pedestrians, and won't follow basic lane markings.

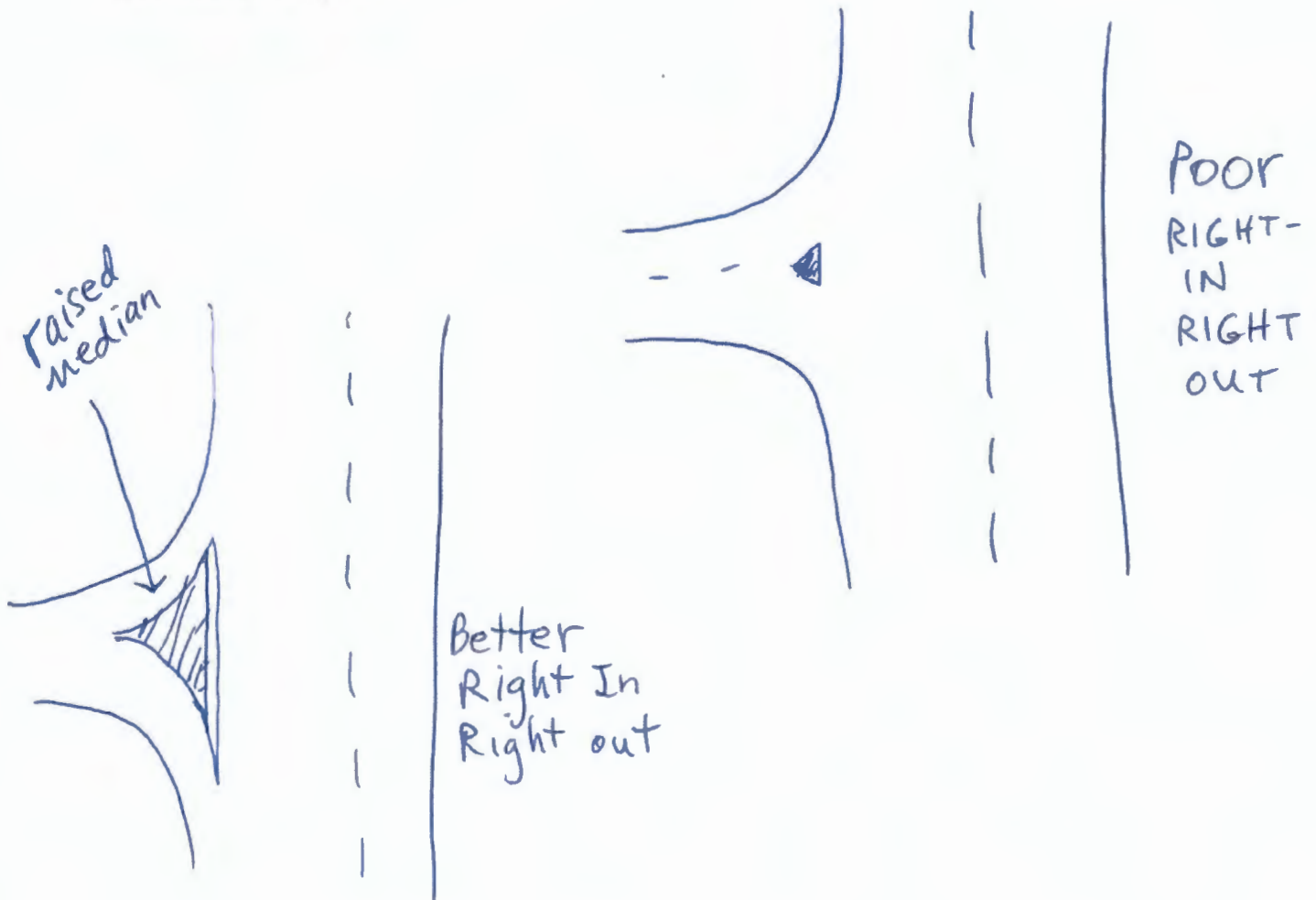
Thank you.

Sincerely,

Michael Warren

Michael Warren
218 Royal Lane
Fairhope, AL 36532

Arizona RCE 37820



Frank & Elvira Connell
20605 Lowry Drive
Fairhope, AL 36532
November 27, 2020

City of Fairhope
Planning Commission
Reference: Gayfer Village

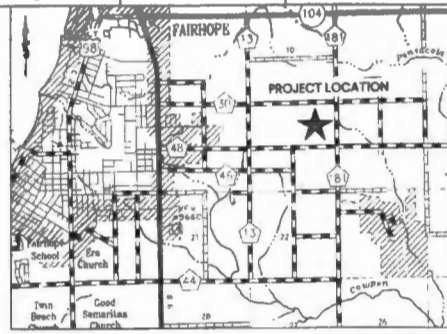
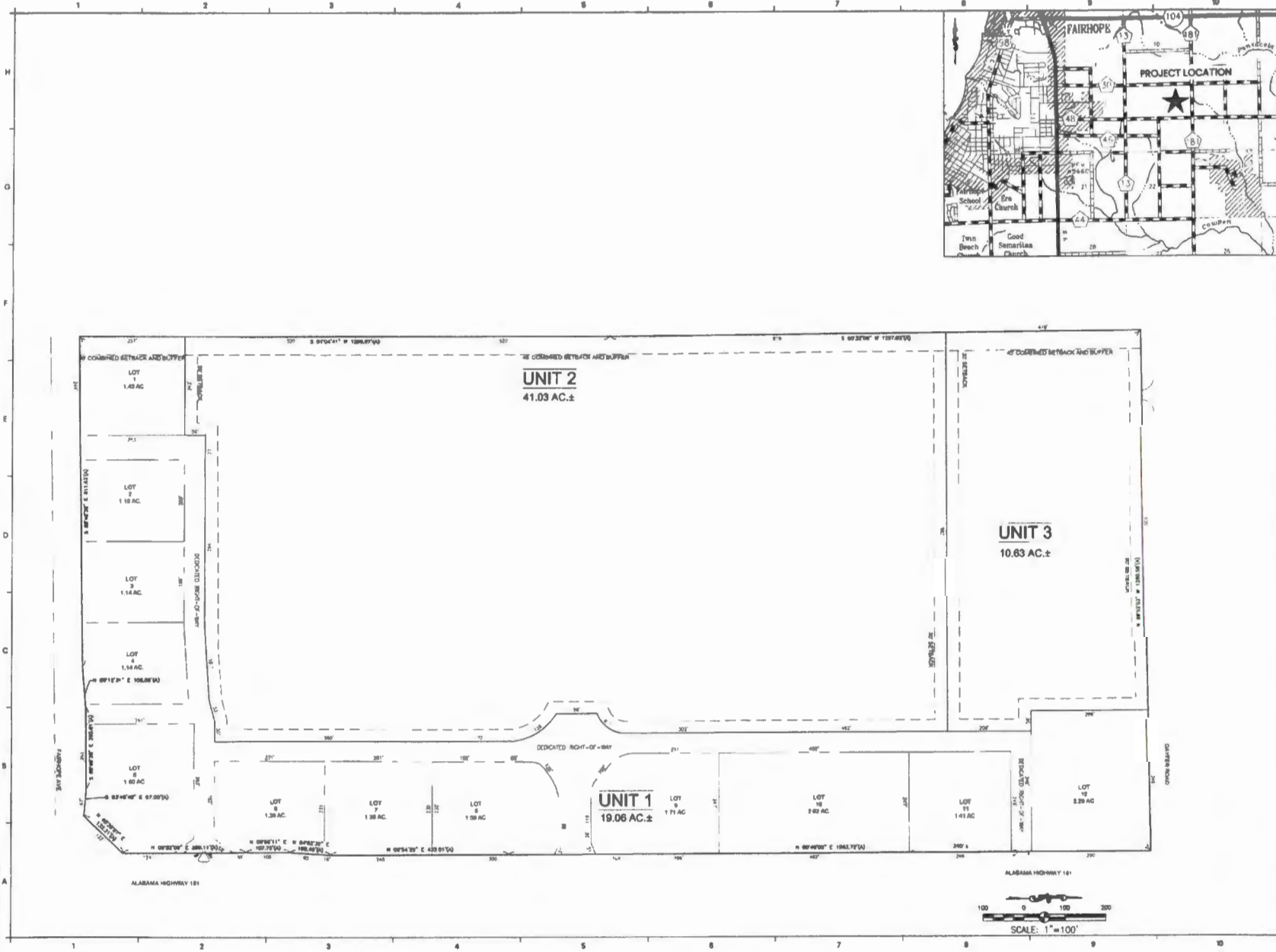
We have three issues concerning the proposed development.

- 1) There is a long standing problem of storm water retention in both the south east and south west corners of our development, White Grove. We had been told that once the former Klumpp property was annexed into the city that the problem of storm water runoff would be resolved. We want to insure that problem will be resolved either prior to or concurrent with the Gayfer Village development.
- 2) We request that the 8 to 10 foot fence separating the proposed development from our property be erected and subsequently maintained early in the development process in order to mitigate both the noise, dust and debris on our property created by the development
- 3) We have a large live oak tree on the eastern edge of our property bordering the proposed Gayfer Village development. Several large limbs extend 10 to 15 feet into the proposed development. We are concerned that if that branches are cut off the balance of tree may fall onto our house. We request that a knowledgeable City representative from the Landscape Section of the Public Dept. come inspect the tree and the situation I described.

In closing please inform us of the proposed start date of the development.

Thank you,

Frank & Elvira Connell



GMC

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 Daphne, AL 36526
 T 251.626.2626
 GMSURVEY.COM

17 DECEMBER 2020

KLUMPP PARCEL
 PREPARED FOR CLIENT
 FAIRHOPE, ALABAMA

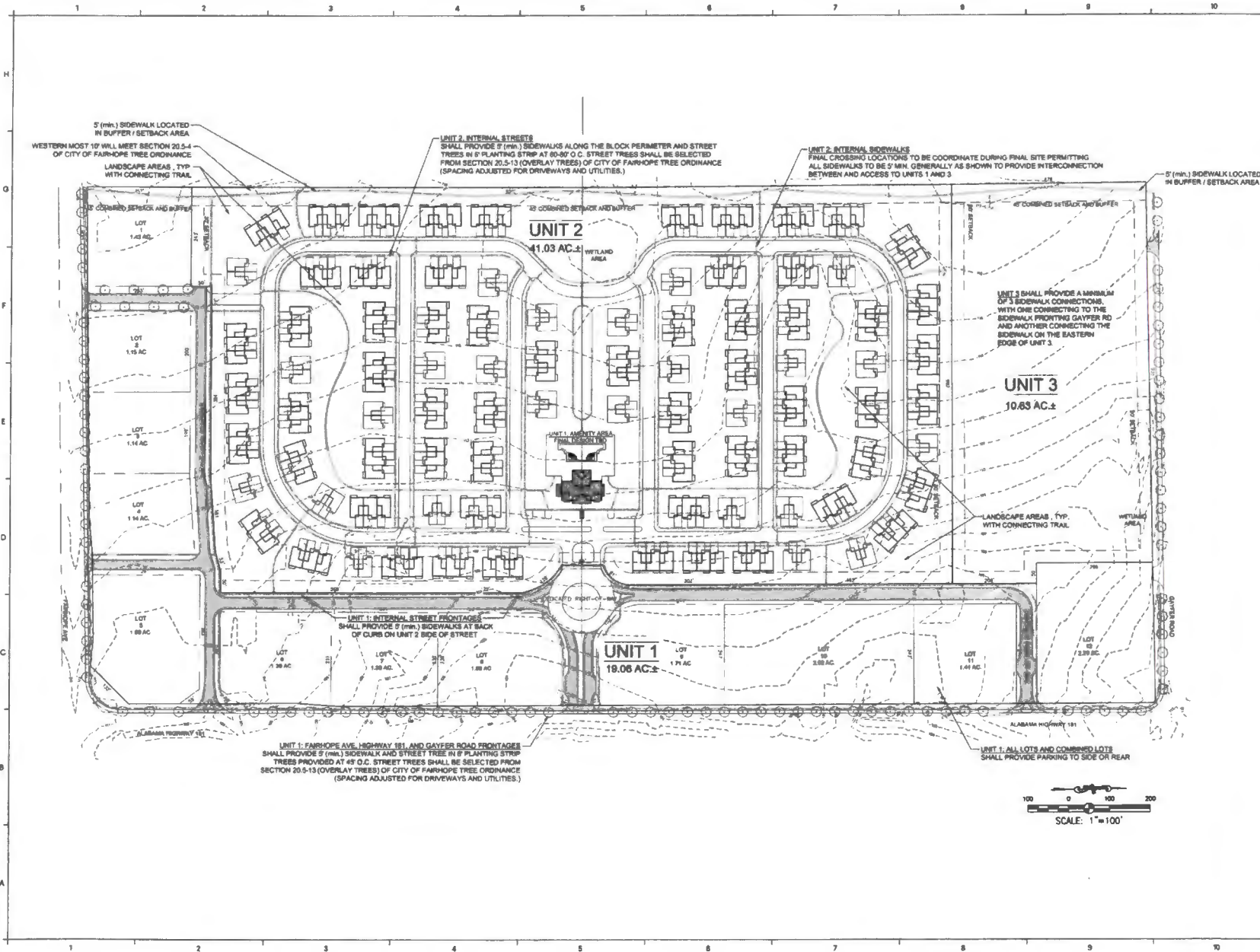
GMCProject: CMO8190186

OVERALL SITE PLAN

SCALE: 1"=100'

C1.01
 SHEET 1 OF 1





5' (min.) SIDEWALK LOCATED IN BUFFER / SETBACK AREA
WESTERN MOST 10' WILL MEET SECTION 20.5-4 OF CITY OF FAIRHOPE TREE ORDINANCE
LANDSCAPE AREAS, TYP. WITH CONNECTING TRAIL

UNIT 2, INTERNAL STREETS SHALL PROVIDE 5' (min.) SIDEWALKS ALONG THE BLOCK PERIMETER AND STREET TREES IN 5' PLANTING STRIP AT 40-50' O.C. STREET TREES SHALL BE SELECTED FROM SECTION 20.5-13 (OVERLAY TREES) OF CITY OF FAIRHOPE TREE ORDINANCE (SPACING ADJUSTED FOR DRIVEWAYS AND UTILITIES.)

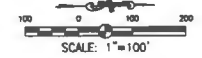
UNIT 2, INTERNAL SIDEWALKS FINAL CROSSING LOCATIONS TO BE COORDINATE DURING FINAL SITE PERMITTING ALL SIDEWALKS TO BE 5' MIN. GENERALLY AS SHOWN TO PROVIDE INTERCONNECTION BETWEEN AND ACCESS TO UNITS 1 AND 3

5' (min.) SIDEWALK LOCATED IN BUFFER / SETBACK AREA

UNIT 3 SHALL PROVIDE A MINIMUM OF 3 SIDEWALK CONNECTIONS WITH ONE CONNECTING TO THE SIDEWALK FRONTING GAYSER RD AND ANOTHER CONNECTING THE SIDEWALK ON THE EASTERN EDGE OF UNIT 3.

UNIT 1: FAIRHOPE AVE., HIGHWAY 181, AND GAYSER ROAD FRONTAGES SHALL PROVIDE 5' (min.) SIDEWALK AND STREET TREE IN 5' PLANTING STRIP TREES PROVIDED AT 45' O.C. STREET TREES SHALL BE SELECTED FROM SECTION 20.5-13 (OVERLAY TREES) OF CITY OF FAIRHOPE TREE ORDINANCE (SPACING ADJUSTED FOR DRIVEWAYS AND UTILITIES.)

UNIT 1: ALL LOTS AND COMBINED LOTS SHALL PROVIDE PARKING TO SIDE OR REAR



GMC

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17 DECEMBER 2020

KLUMPP PARCEL
PROPOSED DEVELOPMENT
FAIRHOPE, ALABAMA

GMCProject: CMOB180166

OVERALL SITE PLAN

SCALE: 1"=100'

C2.01
REV. 2-11-20

PROPERTY DESCRIPTION

STATE OF ALABAMA
COUNTY OF BALDWIN

COMMENCE AT A RAILROAD SPIKE AT THE NORTHEAST CORNER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE WEST, ALONG THE NORTH LINE OF SAID SECTION 15 1320.55 FEET TO A POINT, RUN THENCE SOUTH 00-22-18 WEST, 29.73 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE FOR THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED, SAID POINT BEING THE NORTHEAST CORNER OF "WHITE GROVE SUBDIVISION, UNIT TWO" AS RECORDED ON SLIDE 1344-B IN THE BALDWIN COUNTY PROBATE RECORDS, CONTINUE THENCE SOUTH 00-22-18 WEST, ALONG THE EAST LINE OF SAID SUBDIVISION, 1298.08 FEET TO A CAPPED REBAR MARKER AT THE SOUTHEAST CORNER OF SAID SUBDIVISION; RUN THENCE SOUTH 00-56-09 WEST, 1297.18 FEET TO A CAPPED REBAR MARKER ON THE NORTH RIGHT-OF-WAY LINE OF FAIRHOPE AVENUE; RUN THENCE SOUTH 89-55-36 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1178.82 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 45-24-21 EAST, 132.28 FEET TO A CAPPED REBAR MARKER ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 27; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 229.22 FEET TO A CAPPED REBAR MARKER; THENCE CONTINUE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 107.86 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 04-44-33 EAST, ALONG SAID RIGHT-OF-WAY, 100.24 FEET TO A CAPPED REBAR MARKER; THENCE RUN NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY, 433.00 FEET TO A CAPPED REBAR MARKER; RUN THENCE NORTH 00-44-18 EAST, ALONG SAID RIGHT-OF-WAY LINE, 1562.96 FEET TO A CAPPED REBAR MARKER ON THE SOUTH RIGHT-OF-WAY LINE OF GAYFER AVENUE; RUN THENCE SOUTH 89-57-26 WEST, ALONG SAID RIGHT-OF-WAY LINE, 1282.66 FEET TO THE POINT OF BEGINNING; CONTAINING 75.93 ACRES, MORE OR LESS

TABLE 1								
UNIT	LYNCH	ZONING DIMENSION STANDARDS	ALLOWED USES	DRAINAGE AND DETENTION	ROADWAY TYPE	PARKING	CITY OF FAIRHOPE COMPREHENSIVE PLAN COMPLIANCE	CITY OF FAIRHOPE APPROVAL PROCESS
1	1-12	B-2	B-2	Shall be designed and constructed in accordance with the Stormwater Standards of the Fairhope Subdivision Regulations	B (see Table 2 of PUD)	See Parking of the Fairhope Zoning Ordinance	Yes	In accordance with Article II - Procedures of the Fairhope Zoning Ordinance each lot of Unit 2 shall follow the Site Plan Review Procedures. This process requires, in general, the following steps: 1. Submittal of Site Plan Application by applicant 2. Determination by Director of Planning and Building that the application is complete 3. Review and recommendation by Planning Commission with optional Public Hearing 4. Final decision by City Council
2	1	R-3	R-3	Shall be designed and constructed in accordance with the Stormwater Standards of the Fairhope Subdivision Regulations	B C (see Table 2 of PUD)	See Parking of the Fairhope Zoning Ordinance	Yes	In accordance with Article II - Procedures of the Fairhope Zoning Ordinance each lot of Unit 2 shall follow the Site Plan Review Procedures. This process requires, in general, the following steps: 1. Submittal of Site Plan Application by applicant 2. Determination by Director of Planning and Building that the application is complete 3. Review and recommendation by Planning Commission with optional Public Hearing 4. Final decision by City Council
3	1	R-3	R-3	Shall be designed and constructed in accordance with the Stormwater Standards of the Fairhope Subdivision Regulations	A B (see Table 2 of PUD)		Yes	In accordance with Article II - Procedures of the Fairhope Zoning Ordinance each lot of Unit 3 shall follow the Site Plan Review Procedures. This process requires, in general, the following steps: 1. Submittal of Site Plan Application by applicant 2. Determination by Director of Planning and Building that the application is complete 3. Review and recommendation by Planning Commission with optional Public Hearing 4. Final decision by City Council

NOTES

- Drainage, utility and pedestrian easements will be provided and recorded as necessary during site plan and subdivision approval.
- Each lot of each unit must provide and maintain positive drainage for adjacent properties that may be discharging onto it.
- Sidewalks (min. 5' wide) will be provided along both sides of every public street within the PUD at the time the streets are constructed.
- In attempt to achieve a cohesive character of residential development in Unit 2, Fronts of all residential building units within Unit 2 shall fall within a 20' min. and a 40' maximum build to zone from the street, with the exception of buildings impacted by utility locations, lighting, or buildings located along corners, or curves in the street in which case these buildings may vary from this build to zone.
- In attempt to achieve a cohesive character of development in Unit 1 and 2, All building facade materials shall be constructed of like materials set, in precedent, by the 1st site plan development submittal.
 - Subsequent buildings may vary in material by providing greater or equal quality of facade material and design and as approved by the Planning Commission and City Council.
- Sidewalks within all Unit 1, Unit 2, and Unit 3 lots will be designed and constructed in accordance with the Site Plan approved for each lot.
- All trees and landscape material will be provided as listed in local landscape ordinances unless otherwise coordinated with the city urban forestry or arborist.

NOTES

- The zoning dimensions for Unit 2, Lot 1 are modeled after, but not identical to, the zoning requirements for R-3 found in the Fairhope Zoning Ordinance, the following exceptions apply:
 - The minimum lot width shall not apply. The lot dimensions shall be as shown on the PUD drawing.
- The requirements for Unit 3, Lot 1, are modeled after, but not identical to, the zoning requirements for R-3 found in the Fairhope Zoning Ordinance.
 - The minimum lot width shall not apply. The lot dimensions shall be as shown on the PUD drawing.
- The allowed use for Unit 3, Lot 1 shall be limited to convalescent, nursing or assisted living home.
- Each lot in Unit 1 shall provide its own stormwater control and detention.
- This PUD document, along with the City of Fairhope's Ordinances, Regulations, and review processes will provide a development that complies with the City's Comprehensive Plan.

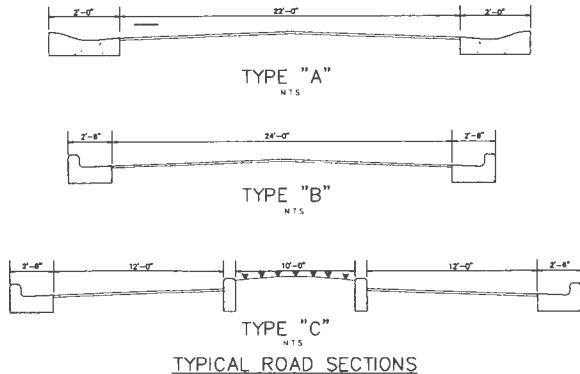


TABLE 2

	UNIT AND RIGHT-OF-WAY ACREAGE	
	ACREAGE EXCLUDING R O W	ACREAGE OF R O W
UNIT 1	19.06	5.13
UNIT 2	41.03	
UNIT 3	10.63	
TOTAL SITE	70.72	5.13

Owner: Gayfer Village Partners, LLC



2039 Main Street
Daphne, AL 36528
T 251.626.2628
GMCNETWORK.COM

17 DECEMBER
2020

DRAWN BY: JHP/SAM
CHECKED BY:

KLUIMP PARCEL
PROPOSED DEVELOPMENT
FAIRHOPE, ALABAMA

GMCProject: CMOB190186

NOTES

NO SCALE

C3.01
Sheet 4 of 4



7' (min.) SIDEWALK LOCATED IN BUFFER / SETBACK AREA
WESTERN MOST 15' WALK SHEET SECTION 25.5.4 OF CITY OF FAIRHOPE TREE ORDINANCE
LANDSCAPE AREAS - TYP WITH CONNECTING TRAIL

UNIT 2 INTERNAL STREETS SHALL PROVIDE 5' (min.) SIDEWALKS ALONG THE BLOCK PERIMETER AND STREET TREES IN 8' PLANTING STRIP AT 45' O.C. STREET TREES SHALL BE SELECTED FROM SECTION 25.5-13 (OVERLAY TREES) OF CITY OF FAIRHOPE TREE ORDINANCE (SPACING ADJUSTED FOR DRIVEWAYS AND UTILITIES)

UNIT 2 INTERNAL SIDEWALKS FINAL CROSSING LOCATIONS TO BE COORDINATE DURING FINAL SITE PERMITTING. ALL SIDEWALKS TO BE 5' WIDE. GENERALLY AS SHOWN TO PROVIDE INTERCONNECTION BETWEEN AND ACCESS TO UNITS 1, 2 & 3.

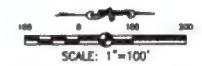
7' (min.) SIDEWALKS LOCATED IN BUFFER / SETBACK AREA

UNIT 3 SHALL PROVIDE A MINIMUM OF 3 SIDEWALK CONNECTIONS, WITH ONE CONNECTING TO THE SIDEWALK FRONTING GAYTHER RD AND ANOTHER CONNECTING THE SIDEWALK ON THE EASTERN EDGE OF UNIT 3

UNIT 1 INTERNAL STREETS (UNITS 1) SHALL PROVIDE 5' (min.) SIDEWALKS AS AT LEAST 8' CURBS ON UNITS 1 LOTS OR UNITS 1

UNIT 3 FAIRHOPE AVE, HIGHWAY 161 AND GAYTHER ROAD FRONTAGES SHALL PROVIDE 5' (min.) SIDEWALK AND STREET TREES IN 8' PLANTING STRIP. TREES PROVIDED AT 45' O.C. STREET TREES SHALL BE SELECTED FROM SECTION 25.5-13 (OVERLAY TREES) OF CITY OF FAIRHOPE TREE ORDINANCE (SPACING ADJUSTED FOR DRIVEWAYS AND UTILITIES)

UNIT 1 ALL LOTS AND COMBINED LOTS SHALL PROVIDE PARKING TO SIDE OR REAR



GMC

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17 DECEMBER 2020

KLUNPP PARCEL
PROPOSED DEVELOPMENT
FAIRHOPE, ALABAMA

GMCProject: CMOB190186

CONCEPTUAL SITE PLAN

SCALE: 1"=100'

C2.01A

EXECUTIVE SUMMARY

PROPOSED **TELECOMMUNICATIONS FRANCHISE AGREEMENT** **BETWEEN CITY OF FAIRHOPE, ALABAMA** **AND** **TELEPAK NETWORKS, INC.**

The purpose of this summary is to highlight some of the key provisions that are proposed for a new Franchise with Telepak Networks, Inc. (“C Spire”) for the provision of cable and telecommunication services. The following provisions are proposed for the City’s new Franchise:

- The proposed Agreement incorporates the minimum Federal Customer Service Standards for cable television services and incorporates all rights and regulatory authority to the City allowed under the Cable Act and applicable FCC regulations.
- The proposed Agreement requires franchise fee payments to be based on 5% of Gross Revenues to be paid on a quarterly basis with extensive documentation requirements for the provision of cable/video services. The Gross Revenue definition for cable /video includes the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt which is consistent with Federal Law.
- C Spire shall pay the City a franchise fee equal on 5% of the monthly service charge revenue from sales of local Telecommunications Services and Other Services to Subscribers located within the City. Telecommunication Services means the offering of Telecommunications, such as broadband and internet access services, for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.
- Upon execution of the Agreement, Telepak will pay the City a one-time license fee payment of \$5,000.00.
- In the event that a Franchise Fee payment is not received by the City on or before the date due, interest shall be paid from the due date at an interest rate of six percent (6%) per month, for each month the total amount due to the City is not received by the City by the due date.
- Insurance to be maintained in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. The Franchise also requires Telepak to indemnify the City for any claims that result from the installation or operation of the System serving the City or that is located within the Public Ways.
- The proposed Agreement includes a Franchise term of Ten (10) years.
- The agreement provides the City an option for a PEG Channel if needed.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND GRANTING TO TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C SPIRE ("C SPIRE") THE RIGHT TO USE THE RIGHTS-OF-WAY OF THE CITY OF FAIRHOPE, ALABAMA (THE "CITY") TO PROVIDE TELECOMMUNICATIONS SERVICES AND VIDEO SERVICES TO THE CITIZENS OF THE CITY UNDER THE TERMS OF A CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

WHEREAS, Alabama Code § 11-43-62 authorizes and empowers the City to regulate the use of the streets for the erection of all systems of wires and conduits and generally to control and regulate the use of the streets for any and all purposes, and to grant franchises for such as the City deems advisable; and

WHEREAS, C Spire now desires to enter into a Construction, Right-of-way Use & Franchise Agreement with the City; and

WHEREAS, the Construction, Right-of-way Use & Franchise Agreement attached hereto and incorporated herein by this reference (hereinafter the "Agreement") sets forth the terms and conditions pursuant to which C Spire shall operate its Telecommunications Services and Video Services, including the fees that shall be paid to the City with respect to same.

NOW THEREFORE, BE IT ORDAINED by the City Council (the "Council") of the City of Fairhope, Alabama as follows:

The Mayor is hereby authorized to execute the Agreement for and on behalf of the City. A copy of the Construction, Right-of-way Use & Franchise Agreement is on file in the office of the City Clerk.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance (including the Construction, Right-of-way Use & Franchise Agreement attached hereto) is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. If any of the terms or provisions set forth in the Agreement are inconsistent or otherwise in conflict with any of the terms or provisions in Ordinance Number 1284 (Cable Television), then the terms and provisions set forth in the Agreement shall prevail with respect to the Agreement.

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

APPROVED AND ADOPTED by the Council this 26th day of April, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

CONSTRUCTION, RIGHT-OF-WAY USE & FRANCHISE AGREEMENT

THIS CONSTRUCTION, RIGHT-OF-WAY USE and FRANCHISE AGREEMENT (this "Agreement") is entered into on this __ day of _____, 20__ (the "Effective Date"), by and between the CITY OF FAIRHOPE, ALABAMA (the "City"), and TELEPAK NETWORKS, INC. AND ITS AFFILIATES d/b/a C Spire ("C Spire"). City and C Spire are sometimes referred to individually herein as a "Party" and collectively as the "Parties."

WHEREAS, the City is the owner of certain rights-of-way located along streets maintained by and under the control of the City (the "Rights-of-Way"), and the City is authorized to grant corporations the non-exclusive right to construct, operate, and maintain a telecommunications system within the City; and

WHEREAS, C Spire is qualified to do business in the State of Alabama, has been granted a Certificate to provide utility services in the State of Alabama by the Alabama Public Service Commission and desires to provide Telecommunications Services and Video Services within the City;

WHEREAS, the City and C Spire desire to enter into this Agreement concerning the installation and maintenance of telecommunications facilities within the City's Rights-of-Way, and certain other matters more fully contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms, phrases, words, and abbreviations shall have the following meanings:

(a) "Facilities" means all fiber optic cable, conduit, poles, wires, telecommunications, amplifiers, electronics, transmission and reception equipment, pedestals, towers, dishes, supporting hardware, and related equipment and fixtures necessary and desirable to construct and maintain the Telecommunications System and to provide Services under this Agreement.

(b) "Other Services" means services lawfully provided by C Spire within the City in addition to Telecommunications Services and Video Services including, without limitation, broadband services, and internet access services.

(c) "Person" shall mean any person, firm, partnership, association, corporation, limited liability company, or organization of any kind.

(d) “Public Ways” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area

(e) “Services” collectively refers to Other Services and Telecommunications Services.

(f) “Subscriber” means a Person who lawfully receives Services with C Spire’s express permission within the City.

(g) “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

(h) “Telecommunications Services” means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of facilities used.

(i) “Telecommunications System” means C Spire’s Facilities, consisting of a set of closed transmission fiber optic paths and associated signal generation, reception, and control equipment or other communication equipment that is designed to provide Services to Subscribers.

(j) “Video Services” means the one-way transmission to Subscribers within the City of video programming (programming provided by, or generally considered comparable to programming provided by, a television broadcast station) or other programming services typically provided by a Multi-channel Video Programming Distributor (“MVPD”) and made available to all Subscribers within the City generally, but not to include over-the-top services such as Hulu, Netflix or Sling.

(k) “Basic Video Services Tier” means the Video Services tier which includes the retransmission of local television broadcast signals and which is also the tier to which the largest number of Subscribers are currently purchasing.

(l) “Gross Revenues” means any revenue derived by C Spire from the operation of the Telecommunications System to provide Telecommunications Services and/or Video Services to Subscribers within the City, adjusted for non-payment. Gross Revenues shall include (i) Video Services fees for any of C Spire’s Video Services or Video Services Tier and (ii) Telecommunications Services fees for C Spire’s local calling plan offering. Gross Revenues shall also include (i) recurring charges for Video Services, including late fees; (ii) event based charges for Video Services, including pay-per-view and video-on-demand charges; (iii) monthly recurring charges for the rental of Video Services Equipment and Video Services accessories; (iv) customer service charges related to the provision of Video Services, including activation, home installation, and repair; (v) advertising revenue and home shopping commissions and (vi) administrative charges related to the provision of Video

Services, including service order and service termination charges. Gross Revenues shall not include (i) any taxes on Services furnished by C Spire by any municipality, state, or other governmental unit and collected by C Spire for such governmental unit; (ii) amounts passed back to the Subscribers through retail discounts, refunds, rebates or other direct promotions; (iii) non-collectible amounts due Franchisee or its customers after commercially reasonable efforts are made to collect; (iv) non-operating revenues such as interest income or gain from the sale of an asset; (v) site acquisition, construction management or supervision fees related to or incurred in support of the installation of the Facilities; (vi) contributions of capital by any third party to reimburse Franchisee in whole or in part for the installation of the Facilities; (vii) revenues from the sale or lease of customer premise equipment and/or accessories unrelated to Video Services; and/or (ix) other charges unrelated to Video Services or Telecommunications Services that are aggregated or bundled with amounts billed to Subscribers.

(M) **“Service Area”** means the areas of the City where Subscribers are reasonably accessible from the distribution network of the Telecommunications System.

2. **Grant.** City grants C Spire the non-exclusive right and license to construct and operate a Telecommunications System in the Rights-of-Way and a non-exclusive franchise to provide Services to Subscribers located within the City. Subject to the terms of this Agreement and applicable law, C Spire may erect, install, construct, operate, maintain, repair, replace, expand, and reconstruct its Telecommunications System in any Rights-of-Way.

3. **Term.** The license granted under this Agreement shall be for an initial term of ten (10) years from the Effective Date, unless otherwise lawfully terminated (the “Term”). Any renewal of this Franchise shall be performed in accordance with Applicable Laws.

4. **Installation of Facilities.** C Spire shall not install any new Facilities in any Public Way without having received a permit from the City. C Spire shall install all Facilities so as to minimize interference with the proper use of Public Ways, public utilities, and with the rights and reasonable convenience of the City and property owners whose property adjoins any Public Ways. C Spire agrees to the following conditions, limitations, and restrictions related to the installation of its Facilities in, on or through any portion of the Rights-of-Way:

(a) C Spire shall hold a pre-construction meeting with City at least ten (10) days prior to beginning any construction to advise City of its planned activities.

(b) C Spire agrees to supply the City with digital drawings of construction plans ten (10) days prior to construction and digital as-built drawings within six (6) months of the completion of any construction. Final drawings will be supplied in Autocad 2000 using NAD 83 coordinates, GIS format, or such other digital formats as are reasonably acceptable to the Parties.

(c) C Spire agrees to “white-line” its locates.

(d) C Spire lines, where feasible, shall have at least a 12” separation vertically and where feasible at least 24” separation horizontally from all City utility lines, including gas lines, water lines and sewer lines.

(e) C Spire agrees, where feasible, to stay three (3) feet away, measured horizontally, from power poles unless it is utilizing such poles pursuant to a pole attachment arrangement.

(f) C Spire or C Spire's contractor will request locates and City shall provide locates of its facilities as required by Alabama's 811 law and regulations. C Spire will not locate City's utility lines or those of any third party physically or on maps or drawings. C Spire hand hole and clean-up crews will set hand holes and complete clean-up for each section within 2-3 workdays after placement of conduit, weather permitting.

(g) C Spire shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of C Spire's construction activities and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by C Spire's activities encroaches upon the street, C Spire shall take immediate corrective action to remove the same.

(h) If streets and other Public Ways are damaged by C Spire, its employees, agents or contractors in installation or subsequent maintenance and repair of its Facilities, C Spire, upon written notice from the City and at C Spire's sole expense, shall promptly repair and restore such streets or public ways to the same or better condition than such streets or public ways were in prior to such damage, and to the reasonable satisfaction of the City.

(i) C Spire shall contact affected property owners to discuss any repairs, dress-up or clean-up of such owners' property necessitated by the installation of C Spire's fiber optic cable, and shall perform any necessary repair, dress-up or clean-up to such property at C Spire's sole expense.

(j) At all times during and after the installation of fiber optic lines, C Spire shall respond to all emergency locates to locate its fiber optic lines as required by Alabama's 811 law and regulations.

(k) At all times, C Spire shall be responsible for safety at, about and around its work and shall, at its sole expense, provide safe and adequate traffic control when necessary and at its own expense provide full and complete warnings to safeguard the public and to prevent injury or damage, including, but not limited to, any and all signage, cones, markings, lighting and otherwise deemed, in the sole discretion of C Spire, to be adequate and C Spire shall assume all liability for any injury or damage in any way related directly, or indirectly to the provision or non-provision or inadequate provision of such controls, warnings, etc., and shall, at its sole expense, defend the City any and all actions in any way related to any injury or damage claimed to be the result of inadequacies in traffic control, warnings, or otherwise.

(l) C Spire shall have the authority to trim trees and natural growth on the Rights-of-Way which may affect its Telecommunications System in the Service Area to prevent interference with C Spire's Facilities in accordance with the City ordinance regarding tree cutting and removal.

(n) C Spire shall, on the request of any Person holding a permit to move a building temporarily raise or lower its Facilities, if any, to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of such aerial Facilities shall be paid by the Person requesting the same, and C Spire shall have the authority to require such payment in advance. C Spire shall be given at least sixty (60) days' advance notice to arrange such temporary aerial Facility alterations.

(o) The decision of when and the type of Services provided within the City is solely within the discretion of C Spire during the Term.

Throughout the Term of this Agreement, provided C Spire complies with the foregoing requirements, C Spire shall be entitled to expand and upgrade its Telecommunications System as it deems reasonably necessary.

5. **Relocation of Facilities.** Whenever the City shall grade, regrade, or change the line of any street or Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to reasonable working conditions, order C Spire to relocate or protect its Facilities located in said street or Public Way, C Spire shall relocate or protect its Facilities at its own expense; provided, however, if the City compensates any Person for similar work then C Spire shall be similarly compensated. Further, where the City has determined that the location of C Spire's Facilities is unsafe, interferes with traffic control devices, or otherwise may be harmful to the public health, safety, and welfare as determined in the reasonable judgment of the City, C Spire shall move such Facilities to an alternate location as directed by the City. The City shall give C Spire reasonable notice of plans to grade or change the line of any street or Public Way or to construct or reconstruct any sewer or water system therein or of any demand that the Facilities be relocated for the reasons set forth herein. C Spire may also be required to relocate its Facilities where public utilities or other users of the Public Way require access; provided, however, that nothing herein shall be construed as a waiver of C Spire's rights under applicable law. Any such movement shall be at the expense of the third party. With respect to location of its existing public utility lines, the City agrees that during the period of C Spire's installation of fiber optic lines pursuant to this Agreement, the City will locate all City public utility lines as required by Alabama's 811 laws. It shall be the duty of C Spire or its contractor(s) to request the City to locate the public utility lines.

6. **Damage to Existing Utilities.** C Spire hereby agrees that (a) during the installation process, and (b) at any time after such installation, C Spire will immediately notify the appropriate utility provider in the event that C Spire, or any of its related entities, employees, agents or contractors damages a utility line, including private service lines. Provided that the party owning the lines has complied with Alabama's 811 law and regulations then any repairs to such utility lines and private service lines must be made immediately, and at C Spire's sole expense, and shall only be made by appropriately licensed and bonded contractors.

7. **Compliance with Codes.** All construction, installation, maintenance, and operation of the Telecommunications System or of any Facilities employed in connection therewith shall comply with the provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by other federal or state regulatory agencies in relation thereto, locally adopted codes and ordinances, and local zoning regulations. C Spire shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Public Way. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this

Agreement shall prevail. City reserves the right to lawfully exercise its police powers. C Spire will comply with the Federal Communications Commission customer service standards set forth under 47 C.F.R. 76.309(c)(1), (2)(ii)-(v), (3)-(4). The City acknowledges that due to the nature of the equipment and underground fiber installation practices of C Spire which differ substantially from this of traditional cable television service providers, compliance with 47 C.F.R. 76.309©(2)(i) is not practicable or required.

8. **Indemnity to City.** At all times both during and after installation, so long as C Spire's Telecommunications System is located upon any portion of the City's Rights-of-Way, C Spire covenants, warrants and agrees to indemnify and hold harmless the City, its officers, employees, agents and contractors, of and from any and all suits, damages, claims, liabilities, losses and expenses, including reasonable attorney's fees, directly or indirectly arising from or related to: (a) the installation, operation, repair or maintenance by any Person of C Spire's Telecommunications System within the City; (b) provided that the City has complied with Alabama's 811 law and regulations, any injury, loss or damage to the City's utility lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System; and (c) provided that the private service line owner has complied with Alabama's 811 law and regulations, any injury, loss or damage to private service lines arising from or related to the installation, operation, repair or maintenance of C Spire's Telecommunications System. Without the intent of limiting any of the foregoing, it is agreed that C Spire shall indemnify and hold harmless, the City, its officers, officials, employees, agents and contractors of and from any and all claims for personal injury, wrongful death, property damage, or otherwise alleged to be directly or indirectly attributable, in whole or in part, to the acts or omissions of C Spire or its officers, employees, agents, or contractors in connection with the subject of this Agreement, which indemnity shall be at the sole expense of C Spire, including the obligation to pay any and all sums required, including any settlement, judgment, attorney fees, court costs, or otherwise. In the event City believes it has a claim subject to indemnification it must promptly give C Spire written notice of such claim. Within sixty (60) days of its receipt of written notice of the City's claim, C Spire shall notify City in writing whether it will defend such claim. If C Spire assumes the defense of such claim it shall be entitled to defend the claim in any manner it sees fit including settlement, provided no settlement imposes liability on City without City's prior written consent

9. **Franchise Fee.**

(a) As consideration for use of the City's Public Ways as set forth in this Agreement, C Spire agrees to pay to the City upon execution of this Agreement a one-time license fee of Five Thousand Dollars (\$5,000).

(b) **Franchise Fee.** C Spire shall pay the City a franchise fee equal to (i) five percent (5%) of the monthly service charge revenue from sales of local Telecommunications Services and Other Services to Subscribers located within the City, and (ii) a franchise fee of five percent (5%) of the Gross Revenues received by C Spire from the sale of Video Services to Subscribers within the City. The payment of the Franchise Fee shall be made on a quarterly basis and shall be due and payable no later than forty-five (45) days after the last day of each March, June, September and December throughout the Term of this Agreement. Each Franchise Fee payment shall be accompanied by a certified report from a representative of C Spire, which shows the basis for the computation of all monthly service charge revenue from providing local Telecommunications Services and Gross Revenues received by C Spire from sale of the Video Services and Other Services to Subscribers located within the City limits during the period for which such Franchise Fee

payment is made. If the Franchise Fee payment is not actually received by the City on or before the applicable due date set forth in this Section, interest shall accrue on the outstanding amount at the state legal interest rate of 6% annually (Alabama Code § 8.8.1).

(c.) Discounted Rates. If C Spire Subscribers are offered what is, in effect, a discount for “bundled” services (i.e. Subscribers obtain Video Services and some other non-video goods or service) then for the purpose of calculating Gross Revenues, the discount shall be applied proportionately to Video and non-Video goods and services, in accordance with the following example:

Assume a Subscriber’s charge for a given month of Video Service alone would be \$40, for local telephone service alone would be \$30, and for high-speed internet service alone would be \$30, for a total of \$100. In fact, the three (3) services are offered in effect at a combined rate where the Subscriber receives what amounts to a twenty percent (20%) discount from the rates that would apply to a service if purchased individually (i.e. \$80 per month for all three (3) services). The discount (here, \$20) for Gross Revenue computation purposes would be applied pro rata so that the Gross Revenue for Video Service are deemed to be \$32 (\$40 less 20% of \$40). The result would be the same if the Subscriber received a \$20 discount on telephone service on the condition that he or she also subscribes to Video Service at standard rates.

In no event shall C Spire be permitted to evade or reduce applicable Franchise Fee payments required to be made to City due to discounted bundled services.

(d.) Audit. During the Term of this Agreement, once every twelve (12) months and upon reasonable prior written notice, during normal business hours, the City shall have the right to inspect C Spire’s financial records used to calculate the City’s Franchise Fee, and the right to audit and to re-compute any amounts determined to be payable under this Section at City’s expense; provided, however, that any such audit shall take place within six(6) years from the date City received such payment, after which period any such payment shall be considered final. If City believes it is owed any additional compensation from C Spire it will give C Spire notice of same along with a calculation of the additional amount. The Parties shall work together in good faith to resolve the matter. Any additional amounts due to either Party shall be promptly paid within thirty (30) days following resolution of the payment dispute.

10. **Public, Education and Government Access Channel.**

(a) PEG Access Channel. At any time after C Spire begins to offer Video Services on a commercial basis to Subscribers within the City, the City may request C Spire to provide the City one (1) video channel for noncommercial PEG Access use. C Spire shall provide the PEG Access channel within one hundred and eighty (180) days of City’s request.

(b) Regulation of PEG Access Channel. The City shall establish reasonable regulations governing use by the public of the PEG Access channel and the content broadcast over the channel. C Spire shall have the right to prohibit the broadcast of inappropriate or illegal programming over the channel in its sole reasonable discretion and in accordance with applicable law. The City shall be solely responsible for all costs, expenses, and equipment necessary for and related to producing or transmitting content over the PEG Access channel. C Spire shall have no obligation, financial or otherwise, other than the obligation to provide access to one video channel for noncommercial PEG Access use.

(c) Return of PEG Access Capacity to C Spire. In the event that unused capacity exists on the PEG Access channel, C Spire may request the City to return that capacity to C Spire for C Spire's use. The City shall not unreasonably deny such request.

11. Liability Insurance. At all times, C Spire shall maintain, at its own cost and expense, a general liability policy in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 general aggregate limit for bodily injury and property damage. Such policy or policies shall designate the City as an additional insured and shall be non-cancellable except upon thirty (30) days' prior written notice to the City. The City shall be provided with a certificate of such coverage. C Spire also currently maintains umbrella liability policies of at least \$10,000,000 in aggregate. In addition, C Spire shall secure any and all other insurance as C Spire, in its sole discretion deems appropriate. Nothing in this paragraph is intended to be a waiver of the City's immunity under State-agent immunity.

12. Books and Records. Throughout the Term of this Agreement, C Spire agrees to keep such books and records regarding the operation of the Telecommunications System and the provision of Telecommunications Services in the City as are reasonably necessary to ensure the C Spire's compliance with the terms and conditions of this Agreement. Such books and records shall include, without limitation, any records required to be kept in a public inspection file by C Spire pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters, which may be the subject of an audit by the City shall be retained by C Spire for a minimum period of six (6) years; provided it is understood that C Spire only retains call records for eighteen (18) months.

13. Transfer of Ownership or Control

(a) C Spire shall not transfer this Agreement or any of C Spire's rights or obligations in or regarding the Agreement without the prior written consent of the City, which shall not be unreasonably withheld. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of C Spire in the Agreement or in the System in order to secure indebtedness, (ii) a transfer to any Person controlling, controlled by or under the same common control as C Spire.

(b) C Spire shall give City prior written notice of any impending transfer of Control of C Spire or its assets under Sections 12 (a)(ii) or(iii). Furthermore, C Spire shall ensure that the Person to whom Control of C Spire or its assets is transferred is authorized by the applicable state or federal authority to occupy the Public Ways pursuant to this Agreement and assumes in writing all of the obligations of C Spire under this Agreement effective as of the date of the transfer of Control or sale. C Spire shall provide City with a copy of such assignment instrument upon request. The transfer of Ownership or Control pursuant to this section shall not be deemed to waive any rights of City to subsequently enforce noncompliance issues relating to this Agreement even if such issues predated the transaction, whether known or unknown to City.

(c) For purposes of this Section 13 "Control" means ownership of a majority interest or the actual working control and day to day management of C Spire.

14. **Compliance with Applicable Law.** C Spire shall at all times comply with all laws applicable to its provision of Telecommunications and Video Services in the City. Notwithstanding the foregoing, the Franchise Fees paid pursuant to this Agreement shall replace and be paid in lieu of any business license fees normally assessed to Telepak pursuant to Alabama law.

15. **Enforcement and Termination.**

(a) **Breach.** In addition to all other rights and powers retained by the City under this Agreement or otherwise, the City reserves the right to terminate this Agreement and all rights and privileges of C Spire hereunder in the event of a material breach of its terms and conditions.

(b) **Notice of Violation.** In the event the City believes C Spire has not complied with the provisions of this Agreement, the City shall make a written demand that C Spire comply with any such provision, rule, order, or determination under or pursuant to this Agreement. If the violation by C Spire continues for a period of thirty (30) days following C Spire's receipt of such written demand without written proof that the corrective action has been taken or is being actively and expeditiously pursued, the City may place the issue of termination of the Agreement before the City Council. The City shall cause to be served upon C Spire, at least twenty (20) days prior to the date of such a Council meeting, a written notice of intent to request such termination, the provisions of this Agreement, under which termination is sought, and the time and place of the meeting. Public notice shall be given of the meeting and issues that the Council is to consider pursuant to the requirements of Alabama law.

(c) **Consideration of Breach.** The City Council shall hear and consider the issue and shall hear any Person interested therein and shall determine whether or not any substantial breach by the C Spire has occurred.

(d) **Declaration of Forfeiture.** If the City Council shall determine the violation by the C Spire was the fault of C Spire and within its control, the Council may, by resolution (i) seek specific performance of any provisions which reasonably lends itself to such remedy, as an alternative to damages; or (ii) commence or action at law for monetary damages; or (iii) declare a substantial breach and declare that this Agreement shall be terminated unless there is compliance within such period as the Council may fix, such period not to be less than sixty (60) days, provided no opportunity for compliance need be granted for fraud or misrepresentation.

(d) **No Forfeiture of Legal Rights or Remedies.** Nothing herein shall be construed as a waiver or forfeiture of any right or remedy that either Party may have concerning or arising out of this Agreement, including the right to seek judicial redress for any breach or violation of the terms of this Agreement.

16. Miscellaneous.

(a) Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of Alabama and for all purposes will be governed by and interpreted in accordance with the laws prevailing in the State of Alabama, without regard to principles of conflict of laws.

(b) Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the Parties, and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement.

(c) Inurement. This Agreement shall be binding upon, and shall inure to the benefit of, the respective Parties, their successors and assigns, including any and all subsequent owners of the fiber optic lines installed pursuant to this Agreement.

(d) Fees and Costs. In the event of any disputes or controversies arising from the Agreement or its interpretation, each Party will bear its own attorneys' fees and costs incurred in connection with same.

(e) No rights to private property. Nothing in this Agreement shall be construed expressly or impliedly to grant to C Spire any rights with respect to any private property.

(f) C Spire repair, inspection, etc. All of the obligations imposed by this Agreement upon C Spire with regard to construction shall be equally applicable in the event that C Spire or its agents, employees or contractors, repair, inspect, or otherwise, deal with the Rights-of-Way. All obligations, duties and responsibilities imposed upon C Spire by this Agreement shall be continuing and not limited solely to the construction period.

(g) Independent contractor. The Parties stipulate and agree that C Spire is an independent contractor and neither Party shall take any action or make any statement that could, in any way, suggest a different relationship between the Parties. It is specifically agreed that the Parties hereto are not partners or joint venturers and do not occupy any similar relationship.

(h) No guaranty, etc. by City. It is hereby agreed that neither the City nor any of its officers, officials, employees, agents or contractors have made any guaranty, representation, promise or assurance to C Spire or its officers, officials, employees or contractors, other than as expressly contained in writing in this Agreement and C Spire stipulates and agrees that it is not relying upon any promise, representation, guaranty or assurance, other than as is contained in writing in this Agreement.

(i) Notice. Any notice or response required under this Agreement shall be in writing and shall be deemed given upon receipt: (i) when hand delivered; (ii) when delivered by commercial courier; or (iii) after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, return receipt requested. The addresses of the Parties for notice are as follows:

If to City: ATTN: Mayor U. S. Mail - ATTN: Mayor
 City of Fairhope City of Fairhope
 161 North Section St. P. O. Drawer 429
 Fairhope, AL 36532 Fairhope, AL 36533

If to C Spire: Telepak Networks, Inc.
 Alan Jones, Sr. Vice President
 1018 Highland Colony Parkway, Suite 400
 Ridgeland, Mississippi 39157

With copy to: Charles L. McBride Jr.
 SVP- Legal & General Counsel
 1018 Highland Colony Parkway, Suite 700
 Ridgeland, Mississippi 39157

The City and C Spire may designate such other address or addresses from time to time by giving notice to the other as provided in this section.

(j) Severability. If the legislature or a court or regulatory agency of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unconstitutional, all other terms of this Agreement will remain in full force and effect for the Term of the Agreement and any renewal.

(k) Change of Law. In the event that any effective legislative, regulatory, judicial, or legal action materially affects any material terms of this Agreement, or the ability of City or C Spire to perform any material terms of this Agreement, the Parties agree to amend this Agreement as necessary to comply with the changes in law within thirty (30) days of receipt of written notice of such change in law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers effective as of the Effective Date.

TELEPAK NETWORKS, INC.

Alan Jones, Sr. Vice President

THE CITY OF FAIRHOPE, ALABAMA

By: _____

Name: _____

Title: _____

EXECUTIVE SUMMARY

PROPOSED **TELECOMMUNICATIONS FRANCHISE AGREEMENT** **BETWEEN CITY OF FAIRHOPE, ALABAMA** **AND** **POINT BROADBAND FIBER HOLDING, LLC**

The purpose of this summary is to highlight some of the key provisions that are proposed for a new Franchise with Point Broadband Fiber Holding, LLC for the provision of telecommunication services. The following provisions are proposed for the City's new Franchise:

- Point Broadband Company shall pay the City a "Use Fee" of five percent (5%) of its Gross Revenues collected by the Company during each calendar year of operation under this agreement *or* \$12,000 annually, whichever is greater. If the Company collects less than \$12,000 for a calendar year, it will pay the difference between the amount of right-of-way fees collected from its Customers and the \$12,000 minimum amount within forty-five (45) days following the end of the calendar year.
- In the event that a Franchise Fee payment is not received by the City on or before the date due, interest shall be paid from the due date at an interest rate of six percent (6%) per month, for each month the total amount due to the City is not received by the City by the due date.
- Insurance to be maintained in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury, and property damages. The Franchise also requires Point Broadband to indemnify the City for any claims that result from the installation or operation of the System serving the City or that is located within the Public Ways.
- The proposed Agreement includes a Franchise term of Ten (10) years.
- Prior to any excavation within the Rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City.
- This Franchise will result in a fiber buildout to Residential, Commercial, and Industrial customers that will have many positive economic benefits to the community.

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A NON-EXCLUSIVE AUTHORIZATION
TO POINT BROADBAND FIBER HOLDING, LLC FOR THE PURPOSE
OF CONSTRUCTING AND MAINTAINING A FIBER-OPTIC TRANSMISSION
LINE WITHIN CERTAIN PUBLIC
RIGHTS-OF-WAY WITHIN THE CITY OF FAIRHOPE, ALABAMA
FOR THE PROVISION OF BROADBAND SERVICES**

WHEREAS, Point Broadband Fiber Holding, LLC (hereinafter referred to as the "the Company") desires to maintain and construct a fiber-optic transmission line within certain public rights-of-way within the City of Fairhope, Alabama ("City"); and

WHEREAS, the Company has requested the right to maintain and construct a fiber-optic transmission line within the corporate limits of the City for the provision of Broadband Services; and

WHEREAS, the City Council wishes to accommodate the Company's request and grant authorization to allow Company to maintain fiber-optic transmission lines in accordance with the terms and conditions contained herein.

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

The City Council of the City does hereby grant to Company a non-exclusive right to construct and maintain a fiber-optic transmission line in the City in and along certain rights-of-way outlined in Exhibit A below, subject to the terms and conditions set forth in the following agreement:

AGREEMENT

This Agreement is entered into on this the _____, 2021, by and between the City of Fairhope, Alabama (hereinafter referred to as the "City"), and Point Broadband Fiber Holding, LLC, (hereinafter referred to as the "the Company").

W I T N E S S E T H :

The City and the Company do hereby mutually covenant and agree as follows:

SECTION 1. Defined Terms. For purposes of this Agreement, the following terms, words and phrases shall have the meanings set forth below. When not inconsistent with the context, words used in the singular number shall include the plural number, and words in the plural number shall include the singular.

1.1 "Broadband Services" means wide bandwidth data transmission with an ability to simultaneously transport multiple signals and traffic types.

1.2 "City" means the City of Fairhope, Alabama.

1.3 "Code" means the City of Fairhope, Alabama Municipal Code of Ordinances, as may from time to time be amended.

1.4 "Company" is Point Broadband Fiber Holding, LLC, or its successors in interest, in accordance with the provisions of this Ordinance.

1.5 "Governing Body" or "City Council" means the City Council of the City of Fairhope, Alabama.

1.6 "Gross Revenues" means all local revenue, in whatever form and from all sources, determined in accordance with generally excepted accounting principles that are received or accrued by Company from customers to the company's services within the City. Gross Revenue shall include all local revenues received from customers for the Company's services within Fairhope, with a deduction for Company's uncollectible accounts, but without deduction for operating expenses, accruals, or any other expenditure. Notwithstanding the foregoing, Gross Revenue shall not include any taxes on services furnished by Company imposed by any municipality, state, or other governmental unit and collected by Company for such governmental unit.

1.7 "Person" means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, sole proprietorship, political subdivision, public or private agency of any kind, utility, successor or assign of any of the foregoing, or any other legal entity.

1.8 "Rights-of-way" means the surface and space above and below any public street, boulevard, road, highway, freeway, lane, alley, sidewalk, parkway, driveway, public ways, or other public rights of way, including, public utility easements, dedicated utility strips or rights of way dedicated for compatible uses held by the City or location within the City which shall entitle the City and the Company to use the same for the purpose of installing, operating, repairing and maintaining the System.

1.9 "System" shall mean a system of pipes, transmission lines, meters, equipment and all other facilities associated with the operation of a fiber-optic transmission line by the Company in accordance with the terms and conditions contained in this Agreement.

1.10 "Use Fee" means the fee paid by the Company to the City for locating, maintaining and operating Facilities in the Rights-of-Way.

SECTION 2. Grant of Authority. The City hereby grants to the Company the non-exclusive and limited authority to construct, install and maintain and operate a fiber-optic transmission line in and along the Rights-of-way in the City (hereinafter referred to as the "System"). The Company shall obtain the appropriate construction permits as required by City Ordinances before constructing, expanding or extending the System within the City pursuant to this Agreement.

2.1 Micro-Trenching: Subject to the review of the City, the Company has informed the City that it will utilize a technique known as "Micro-Trenching" to install Fiber along certain paths throughout the City. The Company will be required to apply for construction permits to conduct it micro-trenching and the City will review the Company's use of micro-trenching. The City agrees that it will not unreasonably deny applications by the Company to conduct micro-trenching where reasonable to avoid construction or make-ready delays.

2.2 Prior to the commencement or continuation of any construction or operation in the City, the Company shall be duly authorized to do business in Alabama and shall have received any necessary certificate of public convenience and necessity or other required authorization from the Federal Communications Commission or other authorized regulatory body, and all requisite State and City licensing for the work to be performed. Evidence that such authority has been acquired or that it is not required shall be filed with the City upon request of the City.

2.3 All work in the Right-of-Way shall be in accordance with the Code, all applicable state and federal standards, local codes, and ordinances, and will be done under the regulatory oversight of the City. Company shall apply for and obtain all required permits from City as specified in the Code before Company shall undertake any construction in the Right-of-Way. All new construction will, unless specifically authorized by the City, be placed underground if the City deems necessary for the public convenience and safety and generally to control and regulate the use of the streets as required by Section 11-43-62 of the Alabama Code. The placement of above ground pedestals, meter bases and related equipment shall be permitted only as specifically set forth in approved permits and only at the direction of the City with respect to the acceptable location for such facilities.

SECTION 3. Compensation.

3.1 As consideration for the use of the City's Rights-of-ways as set forth in this Agreement, the Company shall pay the City a Use Fee of five percent (5%) of its Gross Revenues collected by the Company during each calendar year of operation under this agreement or \$12,000 annually whichever is greater. The Company will pay the right-of-way fee collected from its Customers quarterly during each calendar year, within forty-five (45) days of the close of each quarter. Each Use Fee payment shall be accompanied by a certified report from a representative of the Company, which shows the basis for the computation of all monthly service charges revenue from providing local Broadband Services to Persons located within the City limits during the period for

which such payment is made. In the event that the Use Fee payment is not actually received by the City on or before the applicable due date set forth in this section or is underpaid the Company shall pay in addition to the payment, or sum due, interest from the due date at the state legal interest rate of 6% annually (Alabama Code § 8.8.1). If the Company collects less than \$12,000 for a calendar year, it will pay the difference between the amount of right-of-way fees collected from its Customers and the \$12,000 minimum amount within forty-five (45) days following the end of the calendar year.

3.2 All amounts paid shall be subject to audit and recomputation by City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount. In the event the City should conduct a review of Company's books and records and such review indicates a fee underpayment of five percent (5%) or more during the entire period reviewed, the Company shall assume all reasonable documented costs of such audit, and pay same upon demand by the City. All documents pertaining to financial matters, which may be the subject of an audit by the City, shall be retained by the Company for a minimum period of six (6) years.

SECTION 4. Duration and Term. The agreement granted hereunder shall be for an initial term of ten (10) years (the "Initial Term") commencing on the effective date of this Ordinance and Agreement, unless otherwise lawfully renewed, revoked or terminated as herein provided. Upon the expiration of the Initial Term, the Company or the City shall have the option to renew this Agreement by giving written notice, sixty (60) days before the expiration of the Initial Term, to the other party of that party's intent to renew this Agreement.

SECTION 5. Grant of Non-Exclusive Authority. The right to use and occupy the rights-of-way for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant the use of said Rights-of-way to any person at any time and for any lawful purpose. This Agreement shall not be construed to create any rights beyond the terms, conditions and periods set forth in this Agreement, except as provided herein. The City does not warrant any of the rights granted by this Agreement.

SECTION 6. Reservation of Regulatory and Police Powers. The City, by the granting and approving of this Agreement, does not surrender or to any extent lose, waive, impair or lessen the lawful powers and rights now, or which may be hereafter, vested in the City under the Constitution and the statutes of the State of Alabama to regulate the use of its Rights-of-way by the Company or any person or to charge reasonable compensation for such use, and the Company, by its acceptance of this Agreement, agrees that all lawful powers and rights, regulatory power, police power or otherwise, that may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time. The Company is deemed to acknowledge that its rights are subject to the regulatory and police powers of the City to adopt and enforce ordinances necessary for the safety and welfare of the public and agrees to comply with all applicable laws and ordinances enacted by the City pursuant to such powers.

Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter to the extent that such exercise does not materially erode the essential rights of the company.

SECTION 7. Standards of Service.

7.1 Conditions of Street Occupancy. All portions of the System and all associated equipment installed or erected by the Company pursuant to this Agreement shall be located so as to cause minimum interference with the proper use of the Rights-of-way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Rights-of-way. Company shall present to the City Building Official and Information Technology Director plats of all installations to be installed or constructed listing anticipated types of equipment and facilities, properly identifying and describing them by appropriate symbols and marks, and including annotations of all public ways, streets and roads where the work is anticipated. Maps shall be presented in a scale that allows proper review and interpretation and will be filed no less than thirty (30) working days before any installation of said cable or equipment or facilities, and the City shall provide a response no less than 14 days before the work is scheduled.

Ordinance No. _____

Page -4-

Company shall obtain formal approval prior to the commencement of construction. Should the City require any plan additions or modifications prior to issuing formal approval, the City will promptly notify the Company thereof. The Company shall provide the City Building Official as built drawings in digital formats that are reasonably acceptable to the Parties within six (6) months of the completion of the construction.

7.2 Restoration of Rights-of-way. If during the course of the Company's construction, operation or maintenance of the System there occurs a disturbance of any Rights-of-way by the Company, it shall, at its expense, replace and restore such Rights-of-way to a condition comparable to the condition of the Rights-of-way existing immediately prior to such disturbance to the satisfaction of the City. The Company shall re-sod disturbed grassed areas and replace all excavated areas, structures, and landscaping to original or better condition in order to minimize the disruption of public property. The work to be done under this Agreement, and the restoration of Rights-of-way as required herein, must be completed within the dates specified in any permits authorizing the work. The Company shall perform the work according to the standards and with the materials specified or approved by the City Building Official.

7.3 Relocation at Request of the City. Upon its receipt of reasonable notice, not to be less than sixty (60) days, except where emergency conditions require shorter notice, the Company shall, at its own expense, protect, support, temporarily disconnect, relocate in the Rights-of-way, or remove from the Rights-of-way, any property of the Company when lawfully required by the City by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, electrical or telecommunications lines, when such installation or construction is being done directly by or for the City. Should the Company refuse or fail to remove its equipment or plant as provided for herein within forty-five (45) days after written notification, the City shall have the right to do such work or cause it to be done, and the reasonable cost thereof shall be chargeable to the Company.

7.4 Trimming of Trees and Shrubbery. The Company shall reasonably compensate the City for any damages, in such amounts as determined by the City, caused by trimming, cutting or removing trees or shrubbery, or shall, at its own expense, replace all trees or shrubs damaged as a result of any construction, installation, repair or maintenance of the System undertaken by the Company to the satisfaction of the City.

7.5 Safety and Permit Requirements. Construction, installation, repair and maintenance of the System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial compliance with applicable federal, state, and local laws, rules and regulations, including all permit requirements and ordinances adopted by the City which are now in effect or are hereafter adopted. The System or parts thereof shall not unreasonably endanger or interfere with the safety of persons or property in the area.

7.6 Minimum Standards. All of the construction by the Company shall conform, at a minimum, to the minimum standards of the Company. In the event there is a conflict between the standards adopted by the Company and any applicable federal, state or local standards, including ordinances adopted by the City, the stricter standard shall apply.

7.7 Obstructions of Rights-of-Way.

A. Except in the case of an emergency, or with the approval of the City Building Official, no Rights-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.

B. The Company shall not so obstruct the Rights-of-way so as to interfere with the natural, free and clear passage of water through the gutters, drains, ditches or other waterways. The Company shall clear the streets of any drill mud, debris and other obstructions that accumulate as a result of the Company's construction activities, and will not permit its activities to create a hazard to any persons or property. In the event that any such drill mud, debris or other obstruction caused by the Company's activities encroaches upon the street, the Company shall take immediate corrective action to remove the same.

7.8 Safety Requirements.

A. The Company shall at all times employ the highest degree of care as is commensurate with the practical operation of its business and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

B. The Company shall install and maintain the System in accordance with the requirements of all applicable regulations of the City, which may be amended from time to time, and in such manner that its operations will not interfere with any installations of the City or of a public utility serving the City. Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency. The Company shall, on the request of any Person holding a permit to move a building temporarily raise or lower its wires to facilitate the moving of such buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given at least ten (10) business days advance notice to arrange such temporary wire alterations.

C. All construction, installation, maintenance, and operation of the System or of any facilities employed in connection therewith shall be in compliance with the applicable provisions of the National Electrical Safety Code as prepared by the National Bureau of Standards, the National Electrical Code of the National Council of Fire Underwriters, any standards issued by the FCC or other federal or state regulatory agencies in relation thereto, duly adopted local construction standards, and local zoning regulations. The Company shall comply with ordinances, rules, and regulations established by the City pursuant to the lawful exercise of its police powers and generally applicable to all users of the Rights-of-way.

D. The Company shall maintain a force of employees at all times sufficient to provide safe, adequate and prompt service for the System.

7.9 Least Disruptive Technology. The Company is encouraged to perform construction and maintenance of the System in a manner resulting in the least amount of damage and disruption to the rights-of-ways. The Company will be required to use trenchless technology which includes directional drilling or directional boring for any portion of construction or maintenance projects which lie beneath the paved or improved portion of any roadway to which this Agreement applies, unless otherwise approved by the City Council. The City Building Official may require trenchless technology in other locations, where circumstances prevent or make open-cut methods impractical. The Company may use either the open-cut method or trenchless technology for construction outside the paved or improved portion of any roadway to which this Agreement applies. The Company shall use directional boring in all areas where no conduit exists, unless otherwise required or approved by the City. Company shall meet all City and State requirements for traffic control and notify the City at least twenty-four (24) hours prior to the commencement of work, except in cases of emergency.

SECTION 8. Enforcement and Termination of Agreement.

8.1 Notice of Violation. In the event the Company has not complied with the terms of this Agreement, the City shall notify the Company in writing of the nature of the alleged noncompliance.

8.2 Right to Cure or Respond. The Company shall have thirty (30) days from receipt of the notice described in Section 8.1: (a) to respond to the City by contesting the assertion of noncompliance, (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot, for reasons beyond the control of the Company, be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

8.3 Public Hearing. In the event the Company fails to respond to the notice described in Section 8.1 or contests the assertion of noncompliance pursuant to the procedures set forth in Section 8.2, or in the event the alleged default is not remedied within thirty (30) days or by the date projected pursuant to 8.2(c) above, the City shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time not less than fourteen (14) business days therefrom. The City shall notify the Company in writing of the time and place of such meeting and provide the Company with an opportunity to be heard.

8.4 Enforcement. In the event the City, after such meeting, determines that the Company is in default of any provision of this Agreement, the City may pursue any or all of the following remedies:

- A. Seek specific performance of any provision which reasonably lends itself to such a remedy;
- B. Make a claim against any surety or performance bond which may be required to be posted;
- C. Restrain by injunction the default or reasonably anticipated default by the Company of any provision of this Agreement;
- D. Seek any other available remedy permitted by law or in equity;
- E. In the case of a material default of this Agreement, declare the Agreement to be revoked in accordance with the following:

(1) The City shall give written notice to the Company of its intent to revoke the Agreement on the basis of noncompliance by the Company. The notice shall set forth the exact nature of the noncompliance. The Company shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from the Company, it may then seek termination of this Agreement at a public meeting. The City shall cause to be served upon the Company, at least ten (10) days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to seek such termination.

(2) At the designated meeting, the City shall give the Company an opportunity to state its position on the matter, after which it shall determine whether or not this Agreement shall be terminated. The Company may appeal such determination to an appropriate state or federal court or agency which shall have the power to review the decision of the City and to modify or reverse such decision as justice may require. Such appeal must be taken within thirty (30) days of the issuance of the determination by the City.

(3) The City may, in its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under this Agreement in lieu of revocation of the Agreement.

8.5 Impossibility of Performance. The Company shall not be held in default or noncompliance with the provisions of this Agreement, nor suffer any enforcement or penalty relating thereto, where such noncompliance or alleged defaults are caused by strikes, acts of God, power outages or other events reasonably beyond its ability to control.

SECTION 9. Default.

9.1 Each of the following shall constitute a material default by the Company:

- A. Failure to make any payments to the City required to be made as set forth in this Agreement;

Ordinance No. _____

Page -7-

B. Failure to maintain a liability insurance policy that is not cured within thirty (30) days following written notice to the Company;

C. Failure to provide or furnish any information required under this Agreement to the City that is not cured within thirty (30) days following written notice to the Company;

D. Any breach or violation of any ordinance, rule or regulation or any applicable safety or construction requirements or regulations that present a threat to health or safety that has not been cured within thirty (30) days written notice;

E. The occurrence of any event relating to the financial status of the Company which may reasonably lead to the foreclosure or other judicial sale of all or any material part of the System or the assets of the Company;

F. The condemnation by a public authority, other than the City, or sale or dedication under threat or in lieu of condemnation, of all or substantially all of the facilities; or

G. If (a) the Company shall make an assignment for the benefit of creditors, shall become and be adjudicated insolvent, shall petition or apply to any tribunal for, or consent to, the appointment of, or taking possession by, a receiver, custodian, liquidator or trustee or similar official pursuant to state or local laws, ordinances or regulations of any substantial part of its property or assets, including all or any part of the System; (b) a writ of attachment, execution, levy, possession or any similar process shall be issued by any tribunal against all or any material part of the Company's property or assets; (c) any creditor of the Company petitions or applies to any tribunal for the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official for the Company or for any material parts of the property or assets of the Company under the law of any jurisdiction, whether now or hereafter in effect, and a final order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceeding; or (d) any final order, judgment or decree is entered in any proceedings against the Company decreeing the voluntary or involuntary dissolution of the Company.

SECTION 10. Work in Rights-of-Way. Prior to any excavation within the Rights-of-way, the Company shall obtain a permit from the City pursuant to this Agreement, and the work shall be performed in accordance with all applicable ordinances and codes and any subsequent ordinances or regulations that may be adopted by the City. Repair and replacement of the Rights-of-ways due to the Company's installation, removal, relocation, maintenance and repair of its System or facilities shall be accomplished to the satisfaction of the City. Within 45 days after the City approves this Agreement and prior to the commencement of any work under this Agreement, the Company shall deliver to City a performance bond in the amount of \$50,000, payable to City to ensure the appropriate and timely performance of the Company to meet the Company's obligations under this Agreement. The required performance bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Alabama, and reasonably satisfactory to City Attorney in form and substance. The Company shall be required to replenish any such bond within 30 days after the City draws down upon it.

SECTION 11. Insurance. The Company shall maintain in full force and effect, at its own cost and expense, a comprehensive general liability insurance policy in the amount of \$1,000,000.00 for bodily injury and property damage per person and \$3,000,000.00 as to each occurrence, satisfactory to the City. In addition, the Company shall obtain worker's compensation coverage as required by the laws of the State of Alabama. The City shall be named as an additional insured on the policy, and the Company shall provide the City with a certificate of insurance designating the City as an additional insured on each policy and extension or renewal thereof. An endorsement shall be included with the policy that states that the policy shall not be cancelled without giving thirty (30) days written notice of such cancellation to the City.

SECTION 12. Indemnity and Hold Harmless. The Company agrees to indemnify, defend, and hold harmless the City, its elected officers, employees, agents, and representatives, against all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney's fees and other costs and expenses of litigation, which may be asserted against or incurred by the City or for which the City may be liable, which arise from the negligence or willful misconduct, of the Company, its employees, agents, or subcontractors arising out of the construction, operation, maintenance, upgrade, repair or removal of Facilities except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the negligence, willful misconduct, or other fault of the City. The City does not and shall not waive any rights against the Company which it may have by reason of this indemnification, or because of the acceptance by, or the Company's deposit with the City of any of the insurance policies described in this Agreement. The indemnification by the Company shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.

SECTION 13. Disclaimer of Warranties. The City makes no representation or warranty regarding its rights to authorize the installation or operation of the System on any particular Right-of-way, and the burden and responsibility for making such determination in advance of the installation shall be upon the Company. This Agreement shall not be construed to deprive the City of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

SECTION 14. Warranties and Representations. The Company hereby agrees, represents and warrants that it is legally authorized to enter into this Agreement in accordance with all applicable laws, rules and regulations. Furthermore, the Company further agrees, represents and warrants that this Agreement is legal, valid and binding, and that it is required to obtain authorization and consent from the City prior to the construction, installation, operation or maintenance of the System.

SECTION 15. Other Obligations. Obtaining this Agreement does not relieve the Company of its duty to obtain all other necessary permits, licenses, authority and the payment of fees required by any other City, county, state or federal rules, laws or regulations, and the Company is responsible for all work done in the Rights-of-way pursuant to this Agreement, regardless of who performs the work, but in no event will Company be required to pay twice for the same rights.

SECTION 16. Payment of Costs. The Company shall be responsible for all costs associated with the installation, repair and maintenance of the System and all associated equipment including, but not limited to (1) the costs to repair the Rights-of-way due to the installation, repair and maintenance of the System, and (2) the costs incurred in removing or relocating any portion of the System or facilities constructed when required by the City.

SECTION 17. Priority of Use. This Agreement does not establish any priority for the use of the Rights-of-way by the Company or any present or future agreements or permit holders. In the event of any dispute as to the priority of use of the Rights-of-way, the first priority shall be to the public generally, the second priority to the City, the third priority to the State of Alabama and its political subdivisions in the performance of their various functions, and thereafter, as between other agreement and permit holders, as determined by the City in the exercise of its powers, including the police powers and other powers reserved to and conferred on it by the State of Alabama.

SECTION 18. Notice. Every notice or response required by this Agreement to be served upon the City or the Company shall be in writing and shall be deemed to have been duly given to the required party three (3) business days after having been posted in a properly sealed and correctly addressed envelope when hand delivered or sent by certified or registered mail, postage prepaid as follows:

The notices or responses to the City shall be addressed as follows:

City of Fairhope, Alabama	Via U. S. Mail – City of Fairhope, AL
Attn: Mayor	Attn: Mayor
161 North Section Street	P. O. Drawer 429
Fairhope, Alabama 36532	Fairhope, Alabama 36533

Ordinance No. _____

Page -9-

The notices or responses to the Company shall be addressed as follows:

Point Broadband Fiber Holding, LLC
ATTENTION: Legal Department
1791 O.G. Skinner Drive, Suite A
West Point, Georgia 31833

The City and the Company may designate such other address or addresses from time to time by giving written notice to the other party as set forth in this section.

SECTION 19. Application. The terms and conditions contained in this Agreement shall apply to all areas within the corporate limits of the City and those areas annexed by the City after the passage and approval of this Ordinance and Agreement.

SECTION 20. Acceptance. The Company's acceptance of this Agreement shall be in writing in a form approved by the City attorney and shall be accompanied by delivery of all insurance certificates, applications, and performance of other requirements relating to commencement of construction as set forth in this Agreement.

SECTION 21. Assignment. The Company's interest in this Agreement shall not be sold, transferred, assigned or otherwise encumbered or disposed of, either by forced or voluntary sale or otherwise, without the prior written consent of the City Council, which shall not be unreasonably withheld. The City reserves the right to be reimbursed by the Company for costs incurred by it in reviewing the request for transfer of ownership.

SECTION 22. Miscellaneous. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in singular number shall be held to include the plural and vice versa, unless context requires otherwise. The captions used in connection with the sections of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement, or be used in interpreting the meanings and provisions of this Agreement.

SECTION 23. Rules of Construction. The parties hereto acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

SECTION 24. Governing Law. This Agreement shall be deemed to have been made in the State of Alabama and the validity of the same, its construction, interpretation, enforcement and the rights of the parties hereunder, shall be determined under, governed by and construed in accordance with the substantive laws of the State of Alabama, without giving effect to any choice of law provisions arising thereunder.

SECTION 25. 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.

SECTION 26. Repealer Clause. Any Ordinance heretofore adopted by the City Council of the City of Fairhope, Alabama, which is in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 27. Publication, Effective Date and Acceptance.

This Ordinance shall be published in accordance with Applicable Laws.

This Ordinance shall become effective only upon receipt of a written unconditional acceptance by the Company of the terms and conditions contained herein within thirty (30) days of the passage of this Ordinance.

Ordinance No. _____

Page -10-

With its acceptance, Company shall also deliver a certified or cashier's check, approved by the City, in the amount of Three Thousand Dollars (\$3,000.00) made payable to the City of Fairhope, Alabama, as an acceptance fee and insurance certificates as required herein, that have not previously been delivered. The acceptance fee shall be deposited in an account of the City, and shall serve to recover expenses incurred by the City in the granting of this Ordinance. Said expenses shall include attorney's fees and consulting expenses incurred by the City.

ADOPTED AND APPROVED THIS 26TH DAY OF APRIL, 2021

CITY OF FAIRHOPE, ALABAMA

BY: _____
Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

APPROVED AND ACCEPTED:

POINT BROADBAND FIBER HOLDING, LLC

Name Printed _____

Title Printed: _____

Date: _____

EXHIBIT A
ROUTE MAP

RESOLUTION NO. _____

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

FOURTH QUARTER SURPLUS LIST

RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	FORD CROWN VIC		2009	2FAHP71V89X143350
GOV DEAL	FORD CROWN VIC		2007	2FAFP71W67X134465
GOV DEAL	FORD CROWN VIC		2006	2FAFP71W76X165531
GOV DEAL	FORD CROWN VIC		2008	2FAFP71V98X161586
GOV DEAL	KUBOTA F SERIES F2690		2015	10598/12559
GOV DEAL	FORD F150		2010	1FTEX1CW4AFA20564
GOV DEAL	SCAG TIGER CUB MOWER		2004	9290178
GOV DEAL	WACKY PACKER TAMPER			
GOV DEAL	BILLY GOAT BLOWER			
GOV DEAL	JD TRACTOR 2640 W/BOX BLADE			702640A701867
GOV DEAL	3 IPT 3D4XH PUMPS			
GOV DEAL	FORD F450		1999	1FDXF46F3XEE74307
GOV DEAL	TRAILER DUAL AXLE			DC7512
GOV DEAL	TRAILER SINGLE AXLE			HOMEMADE
GOV DEAL	JD 855 TRACTOR		1998	LVO855A
GOV DEAL	LIGHTS/TANK BRACKETS			
GOV DEAL	2 OVAL CROWN VIC LIGHT BARS			
GOV DEAL	1 CROWN VIC CONSOLE W/ARM REST-LIGHT, 3 CIGARETTE LIGHTER ATTACHMENT			
GOV DEAL	1 SIGNAL INTERIOR LIGHT BAR DL HV-6CV-BB			
GOV DEAL	2 KENWOOD SPEAKERS			
GOV DEAL	2 KENWOOD RADIOS			
GOV DEAL	3 RAM CONSOLE LAPTOP BASES			
GOV DEAL	4 RAM COMPUTER STAND TRAYS			
GOV DEAL	13 TASER HOLSTERS			
GOV DEAL	3 KENWOOD BASE CHARGERS			
GOV DEAL	5 KENWOOD LAPEL MICS			
GOV DEAL	1 FEDERAL SIGNAL PA SYSTEMS			
GOV DEAL	2 SOUND OFF SIGNAL STROBE POWER SUPPLIES			
GOV DEAL	1 FEDERAL INTERFACE MODULE			
GOV DEAL	1 FEDERAL SIGNAL MASTER			
GOV DEAL	1 SPEAKER MOUNTING BRACKET			
GOV DEAL	1 FEDERAL SIGNAL INTERCEPTOR 400 LIGHT SWITCH			
GOV DEAL	2 DIGITAL ALLY CROWN VIC MIRRORS			
GOV DEAL	1 AADG3 BATTERY			
GOV DEAL	7 RADIO ANTENNAS			
GOV DEAL	2 FEDERAL SIGNAL PA MICS			
GOV DEAL	1 SHO-ME ACCESSORY PLUG			
GOV DEAL	1 RADAR ENFORCED G-FORCE SENSOR			
GOV DEAL	1 DIGITAL ALLY MIC			
GOV DEAL	1 PREVISION CAMERA			1309LE3NC092
GOV DEAL	1 PROVISION SOLID STATE DVR DRIVE			
GOV DEAL	1 PROVISION REMOTE			
GOV DEAL	1 PROVISION CAMERA			1310ZD27NC032
GOV DEAL	1 DIGITAL ALLY CAMERA			
GOV DEAL	1 POWER CONDITIONING MODULE			
GOV DEAL	3 PROVISION CAMERAS			1301RMVM172
GOV DEAL	1 PROVISION BODY MIC			
GOV DEAL	1 TOUCH MASTER DELTA SIGHT AND SIREN CONTROL PACK			
GOV DEAL	1 SHO-ME 30-2104 SIREN MODULE			
GOV DEAL	1 PROVISION DVR HOLDER			
GOV DEAL	1 DIGITAL PATROL CAMERA			
GOV DEAL	1 DIGITAL PATROL MIC HOLDER			
GOV DEAL	1 KENWOOD BATTERY			
GOV DEAL	4 VEHICLE LIGHTS			
GOV DEAL	1 CROWN VIC MOUNTING BRACKET			
GOV DEAL	1 POWER SUPPLY			
GOV DEAL	1 SETINA--DAMAGED		2015	
GOV DEAL	1 CROWN VIC CONSOLE TRACK			
GOV DEAL	1 SUSTEEN MOBILE FORENSIC KIT			
GOV DEAL	2 BLACKHAWK BASKET WEAVE HOLDERS			
GOV DEAL	2 BLACKHAWK HOLSTER ATTACHMENTS			
GOV DEAL	1 STREAM LIGHT FLASHLIGHT			
GOV DEAL	1 BIANCHI HOLSTER			
GOV DEAL	5 COLMAN DIGITAL CAMERAS			
GOV DEAL	2 KODAK DIGITAL CAMERS			
GOV DEAL	1 NIKON DIGITAL CAMERS			
GOV DEAL	21 GARMIN ETREX LEGEND HCX GPS			
GOV DEAL	1 LANG MFG. FLAT TOP GRILL M/N: LG-36 S/N: D-40053		1984	
GOV DEAL	2 PHILLIPS AED HEARTSTART			

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the proposed scope of work and authorizes continuing work on the related engineering for Phase I of the “Working Waterfront and Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the Alabama Department of Conservation and Natural Resources (ADCNR) as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act (RESTORE Act).

DULY ADOPTED THIS 26TH DAY OF APRIL, 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 Osprey Platform Project and its proposed location at Fairhope Docks as recommended at the April 12, 2021 City Council Work Session by Code Enforcement Officer Kim Burmeister and Mayor Sherry Sullivan.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

My take on today's meeting at Fairhope Docks:

City electrical dept. will install the pole once nesting platform is complete. Jim Horner volunteered to build the osprey platform, ACF will donate the materials or cost of materials if Jim purchases. Jim will begin work on platform immediately. If Jim acquires the materials, Mark said ACF would reimburse him. City Electric has the pole on hand already. Location of pole will be in the approximate location indicated and it is near an existing platform pole that now has utility devices on it. Approximate location is end of Sea Cliff Drive, city property. Mark Berte determined this to be the best spot at or near the FH Docks. Platform must be highest spot within at least 20 yards.

Corp permit not required for pole installation per Steve Crosson. We must keep the pole installation above high tide line to avoid permit requirements.

Nesting season for ospreys is in February according to Mark Berte, so we will hopefully have the platform up and ready to roll for nesting season 2022. Mark suggests City draft a resolution for the osprey platform project, commitment to maintain. Mayor is interested in seeking grant opportunities to include a live cam (15K) after pole and platform are installed. An osprey was flying/fishing overhead while we were there. Mark asked Sean to send him any pictures he can get of ospreys in the Fairhope Docks area.

Once we have the pole and platform installed and a resolution drafted, maybe we can coordinate with ACF to have a small platform dedication ceremony, just to kick off some interest in the platform and ospreys in general.

In attendance at today's meeting:

Kim

Christina

Mayor

Jeremy Morgan with Electric

Conrad with Electric

Sean with FH Docks

Mark Berte with ACF

orm Project

our map.

Legend

-  Fair
-  Osp

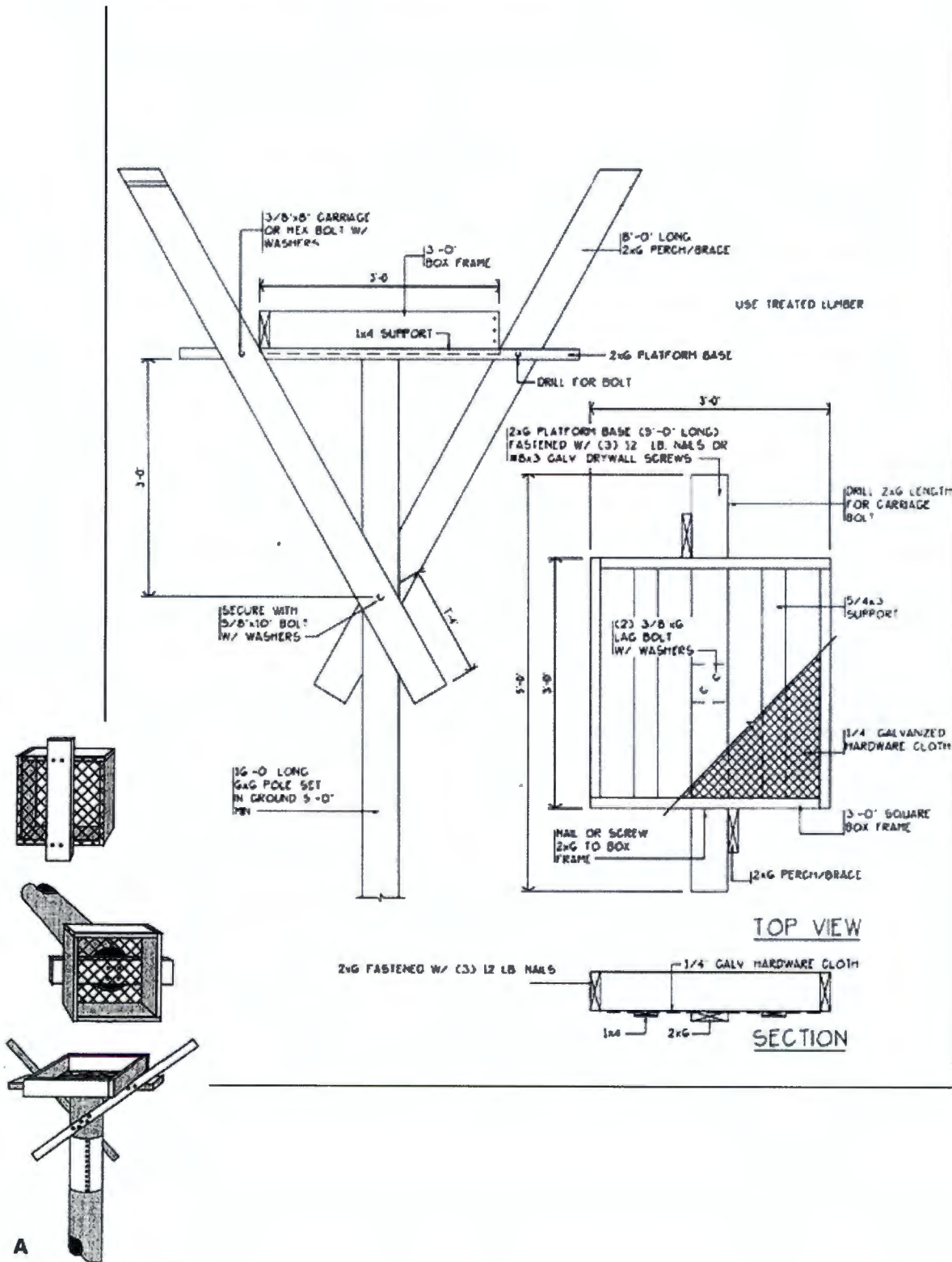


Osprey Platform Location

Fairhope Docks Marina

Devils Hole

Osprey Platform Diagram



Osprey Platform Material List

Pole	1	16'	6" x 6" Pressure Treated
Box Frame	1	12'	2" x 6" Pressure Treated
Platform Base	1	5'	2" x 6" Pressure Treated
Perch Base	2	8'	2" x 6" Pressure Treated
Side Supports	1	3'	5/4" x 6" Pressure Treated (Ripped)
Hardware Cloth	1	3' Square	1/4" Galvanized
Fasteners			
Platform Base to Pole	8	3/8" x 6"	Galvanized Lag Bolts
	2	3/8"	Galvanized Flat Washers
Box to Platform Base	8	#8 x 3"	Galvanized Drywall Screws (3.99/lb.) or 12 Lb. Galvanized Nails
Four Corners of Box	12	#8 x 3"	Galvanized Drywall Screws or 12 Lb. Galvanized Nails
Perch Brace to Platform Brace	2	3/8" x 8"	Galvanized Carriage Bolts
	2	3/8"	Galvanized Washers
Perch Braces to Pole	1	1/2" x 10"	Galvanized Hex Bolt
	2	5/8"	Galvanized Flat Washers
Fasten Wire to Box	40	3/8"	Galvanized Fence Staples (1.20/lb.)
Side Supports to Box	8	8b	Galvanized Nails (1.19/lb.)

All poles must have a predator guard!

RESOLUTION NUMBER _____

**AWARDING THE RFQ PS007-20 GEOGRAPHIC INFORMATION
SYSTEM (GIS) SERVICES CONTRACT
FOR THE ALABAMA DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES GRANT #S1P17-FACP
(RESTORE ACT- FAIRHOPE AREA COMMUNITY-BASED
COMPREHENSIVE LAND USE PLAN)**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Direct Component Subrecipient Grant from the Alabama Department of Conservation and Natural Resources (ADCNR) on April 16, 2020; and

WHEREAS, the project requires Geographic Information System Services and the City did solicit Requests for Qualifications (RFQ PS007-20) in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

WHEREAS, the City did receive five (5) proposals from Qualified Firms for said services which were opened and reviewed, and the City's Evaluation Committee selected the two (2) most qualified firms to make presentations on November 10, 2020, and subsequently rated them according to the rating criteria; and

WHEREAS, the City's Evaluation Committee determined Goodwyn, Mills and Cawood, Inc. to be the most qualified firm and recommends that this firm be selected for said services; and

WHEREAS, the amount obligated for Geographic Information System Services of the Subrecipient Grant by the U.S. Department of Treasury is Ninety-Seven thousand, five-hundred dollars (\$97,500.00); and

WHEREAS, one hundred percent (100%) of the Geographic Information System Services fees will be paid for with grant funds made available through the Subrecipient Grant Agreement #S1P7-FACP with ADCNR.

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope awards the contract for Geographic Information System Services (RFQ PS007-20) for ADCNR Grant #S1P7-FACP to Goodwyn, Mills and Cawood, Inc., subject to review and approval by ADCNR and City Attorney prior to execution; and

Resolution No. _____

Page – 2-

BE IT FURTHER RESOLVED BY THE City of Fairhope, that the City will initially award the contract for a fee not-to-exceed \$97,500.00 of grant funds and authorize the Mayor to execute a contract with Goodwyn, Mills and Cawood, Inc. for RFP PS007-20 Geographic Information System Services for Comp Plan ADCNR Grant #S1P17-FACP (RESTORE Act).

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP RESTORE to Goodwyn Mills Cawood

Project Location: Citywide

Presented to City Council: 4/26/2021

Funding Request Sponsor: Jessica Walker, Special Projects and Grants Manager
Hunter Simmons, Planning and Zoning Manager

Resolution #: _____ Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 97,500.00

Vendor: Goodwyn Mills Cawood (GMC)

Project Engineer: n/a

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

APR 15 '21 PM 4:56
JAW

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: 110-57550
 G/L Acct Name: Geographic Info System Project

Project Budgeted: \$ 97,500.00
 Balance Sheet Item-
 Included in projected
 cash flow _____

Over (Under) budget amount: \$ _____ -

Grant: \$97,500.00 Federal - not to exceed amount
 _____ State
 _____ City
\$0.00 Local

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

Capital Lease: _____ - Payment _____ Term _____

Comments: RESTORE Act Project

City Council Prior Approval/Date? _____

Senior Accountant **City Treasurer** **Mayor**

Purchasing Memo Date: 4/9/2021 Purchasing Memo Date: 4/9/2021 Delivered To Date: 4/15/2021

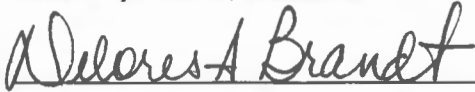
Request Approved Date: 4/15/2021 Request Approved Date: 4/15/2021 Approved Date: _____

Signatures: _____ *Kiri Creech* _____ *Sherry Sullivan*
 Kiri Creech Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: April 9, 2021

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Re: Greensheet /Council Approval to award RFP 007-20 **Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP**

Lisa A. Hanks, MMC
City Clerk

The Scope of Services for the RFP is to provide the Geographic Information System (GIS) Services necessary for development of the Fairhope Area Community-Based Comprehensive Land Use Plan. The GIS services will be utilized to capture, analyze, manage, and present spatial or geographic data and to develop the maps for inclusion in the plan. This data will help to accurately develop the land use plan, and will assist in collecting baseline data, delineating urban growth boundaries, determining environmentally sensitive areas, etc.

Kimberly Creech
Treasurer

The RFQ was properly advertised and sent to qualified firms and individuals interested in performing in accordance with applicable federal, state, and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations and posted to the City of Fairhope website.

Five Responses were received compiled of three non-responsive submissions and two responsive and responsible submissions. Once evaluated, the margin between the two responsive engineering firms was slight and the Selection Committee requested Presentations which took place on November 10, 2020 resulting in a greater margin between the two firms. See attached results.

The Selection Committee requests RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP (RESTORE Act) be awarded to Goodwyn Mills Cawood in the not to exceed amount of NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$97,500.00) in Project grant funds from ACDNR for all eligible project costs and other grant related documents.

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

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

Please prepare a greensheet and move this request to the City Council to approve the AWARD of RFP 007-20 Geographic Information System (GIS) Services ADCNR Grant S1P17-FACP (RESTORE Act Project #396) to Goodwyn Mills Cawood with a not-to-exceed of the ACDNR grant amount of \$97,500.00, and approve the Mayor to execute a contract.

Cc: File, J. Walker, H. Simmons, S. McKean

CITY OF FAIRHOPE EVALUATION
RFP 007-20 GIS Services RESTORE
OPENED: September 10, 2020, 10:00 a.m.
PRESENTATIONS: November 10, 2020

CRITERIA	Dewberry			GMC		
	Weight	Average Rating (0-100)	Average Weighted Score	Weight	Average Rating (0-100)	Average Weighted Score
Criteria 1 - Qualifications, knowledge and expertise regarding the proposed Scope of Work	20%	86.58	17.32	20%	92.75	18.55
Criteria 2 - Resources and availability	20%	85.08	17.02	20%	91.42	18.28
Criteria 3 - Experience of proposed key personnel	20%	91.67	18.33	20%	91.75	18.35
Criteria 4 - Understanding and familiarity with the needs and environment of the community	20%	82.67	16.53	20%	89.08	17.82
Criteria 5 - Previous experience in working with locality	20%	91.83	18.37	20%	90.00	18.00
TOTAL WEIGHTED SCORE			87.57	91.00		

Dewberry		GMC		
INDIVIDUAL EVALUATOR SCORING	TOTAL WEIGHTED SCORE	INDIVIDUAL EVALUATOR SCORING	TOTAL WEIGHTED SCORE	
Evaluator 1	88	Evaluator 1	84	
Evaluator 2	93	Evaluator 2	94	
Evaluator 3	93	Evaluator 3	93	
Evaluator 4	89.8	Evaluator 4	90.6	
Evaluator 5	85.6	Evaluator 5	92.4	
Evaluator 6	76	Evaluator 6	92	
AVERAGE		87.57	AVERAGE	
			91.00	

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 selection of J & M Displays for Professional Show Design and Fireworks for the Fourth of July 2021 Event pursuant to Code of Alabama, "Pyrotechnic Shooter Law", for the Community Affairs Department with a total cost of \$32,000.00; and authorizes Mayor Sherry Sullivan to execute the Contract.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Professional show design and fireworks for 4th of July 2021 award to J & M Displays APR 15 '21 PM 4:57
LAW

Project Location: City Municipal Pier

Presented to City Council: 4/26/2021

Funding Request Sponsor: Paige Crawford, Director of Community Affairs

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 32,000.00

Vendor: J & M Displays

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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 _____

Expense Code: 001240-50490
G/L Acct Name: Community Events

Project Budgeted: \$ 15,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ 17,000.00

Comments: Due to changes in Alabama law, the lead shooter for a fireworks show must now have an Alabama Pyrotechnic Shooter license.

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

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

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>4/7/2021</u>	Purchasing Memo Date: <u>4/7/2021</u>	Delivered To Date: <u>4/15/2021</u>
Request Approved Date: <u>4/15/2021</u>	Request Approved Date: <u>4/15/2021</u>	Approved Date: _____
Signatures: _____	 Kim Creech	 Mayor Sherry Sullivan



MEMO

To: Kimberly Creech, Treasurer

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

Date: April 7, 2021

Re: **Placement on the City Council agenda to approve selection of and procure professional services for the design and production of a fireworks display for the 2021 4th of July event at the Municipal pier for the Community Affairs Department**

Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Community Affairs Director requests approval to procure professional services for the design and production of a JULY 4th fireworks display for the City of Fairhope at the Pier on July 4, 2021 at dusk. The Mayor has chosen a professional for this work, J & M Displays (see attached), and requests approval by the Council.

Due to changes in Alabama law, the lead shooter for a fireworks show must now have an Alabama Pyrotechnic Shooter license issued by the State Fire Marshal's office. (Law attached.) To obtain the license, you must shoot under an Alabama licensed shooter for six shows and provide verification of experience for each show (Verification form attached).

With these changes to the law, and to continue to provide the event to the community, the cost of the fireworks show has increased. If the Council approves the selection, and considering the availability constraints for this project, a proposal was obtained. The usual budgeted amount of \$15,000 was found to be inadequate because the City's Volunteer Fire Department, who in the past had participated as shooters for the fireworks, no longer have the trained expertise to shoot the fireworks. A quote was provided of THIRTY-TWO THOUSAND DOLLARS (\$32,000.00) by **J & M Displays** of Dothan Ala., who can design a show for the City and can shoot approximately 1222 shells in the design they develop for the City of Fairhope (attached).

Please place on the next City Council Agenda this request to approve the selection of and procure Professional fireworks design and production display for the 2021 July 4th event for the City of Fairhope Community Affairs Department in the amount of \$32,000.00 from J & M Displays

Cc: File, P. Crawford,

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

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

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Paige Crawford Department: Community Affairs

Project Name: 4th of July Fireworks Display

Brief Project Description: aerial display

Project Category: Item Bid Professional Service Other

Budget Amount: 15,000--proposal \$32,000 Budget Code: 50490

BID USE ONLY

Anticipated Start Date: July 2, 2021 Project Duration: 3 days

Bid Duration: _____ Engineer of Record: _____

Pre-Bid Meeting: No Yes Date: _____ Mandatory Non-Mandatory

Scope of Work Provided By: Paige Crawford Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

Bonds: Bid Performance Labor & Materials Contract: Standard Construction Service

Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: Paige Crawford
Paige Crawford (Apr 8, 2021 09:39 CDT)

Finance Manager: _____

City Treasurer: Kimberly Creech
Kimberly Creech (Apr 8, 2021 10:12 CDT)

Mayor: Sherry Sullivan
Sherry Sullivan (Apr 8, 2021 10:14 CDT)



**J&M
DISPLAYS**

J&M Displays

2083 Helms Road Dothan, AL 36301

866-535-PYRO
251-725-7975

www.jandmdisplays.com

**WE'RE JUST YOUR AVERAGE
FIREWORK LOVING
CRYOGENIC
BLASTING
FLAME FIRING
CONFETTI POPPING COMPANY**

WHAT CAN WE DO FOR YOU!

TABLE OF CONTENTS



Cover

Opening

Thank You

Table of Contents

Main Body

Attachments

Company Overview

Grand Finale

Safety First

Shell Summary

Our Experience

Aerial Shell Information

Our Locations

Your Event Team

J&M Displays

2083 Helms Road Dothan, AL 36301
866-535-PYRO
www.jandmdisplays.com



COMPANY OVERVIEW

MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB



BACKGROUND

Founded in 1980 by brothers, James and Michael Oetken, as a way to pay for their fireworks hobby, J&M Displays, Inc. has grown to become the largest shipper of fireworks in Iowa. J&M Displays, Inc. can supply displays throughout the United States and has supplied to China, Bahamas, South Africa, Hong Kong, Belize, and St. Thomas in the Caribbean.

MANAGEMENT

Chief Executive Officer
- James J. Oetken

WORK FORCE

J&M Displays, Inc. currently employs a full-time office and plant maintenance staff of 13, a sales force of over 40, and a reserve of over 2000 trained pyrotechnicians.

PLANT FACILITIES

Sitting on 106 acres in Southeastern Iowa, J&M Displays, Inc. consists of over 50 on-site permanent storage bunkers, pack house, retail Class C consumer fireworks building, assembly building, and five support buildings. J&M Displays, Inc. also supports four regional offices around the country as well as satellite bunkers located throughout the USA.

PRODUCT LINE

A full line of 1.3G and 1.4G pyrotechnics, firing equipment, mortars, racks, safety equipment, indoor pyrotechnics, close proximity fireworks, non-pyrotechnic confetti and streamers, and flame effect equipment.

CONTACT INFORMATION

Office hours are Monday - Friday 9:00 am to 4:00 pm
May 16th - July 5th hours are 8:30 am to 5:30 pm
Sunday by Appointment Only
Toll Free Number (866) 535-7976

SAFETY FIRST

J&M DISPLAYS

Although brilliant fireworks and incredible effects are always a top goal, at J&M we never compromise safety. The safety of the audience, your staff, and our technicians is always our number one concern.

Fireworks are regulated by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). Federal rules and safety guidelines are constantly evolving and becoming more stringent to ensure safety. J&M Displays is dedicated to staying current on these rules and guidelines as they change. The professional development of our staff is also a top priority.

Our show operators and pyrotechnicians are the most knowledgeable and highly trained in the industry. We oversee the production of high-quality products and use the best firing systems and technology available. We store, deliver, set-up and maintain a safe and secure shoot site and shoot products using the best practices in the industry.

When considering a company for your event, safety should be an equally important factor as budget, show length, date, and venue. If your display company does not adhere to National Fire Protection Association (NFPA) standards as well as comply with constantly evolving State and Federal (ATF) regulations, it could invalidate the company's liability insurance.

Trust J&M Displays with the safety of your patrons while we deliver spectacular effects and dazzling displays for an unforgettable experience!

Why J&M

J&M Displays is a leader in the industry due to our focus on safety and customer satisfaction. These are the ingredients that have made us a leader in our industry. Each project is customized to your-specific occasion, to surprise and impress your audience. And, we work hard to impress you, our customer. From the initial planning, set-up, tear down and cleanup, J&M Displays offers a professional, quality, hassle-free experience that gives you more "bang" for your buck!

Call us and let's make magic!



**Years of Experience.
Passion. Innovation. Service.**

OUR EXPERIENCE

MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB



OUR EXPERIENCE YOUR SUCCESS

For over 35 years, millions of people around the world have been entertained with first class, full production pyrotechnics developed by J&M Displays.

J&M Displays currently produces hundreds of displays a year and each one receives the same level of detail from our staff no matter the budget.

We've produced events for entertainment, municipal, corporate, and private venues...and our results are always spectacular!

When your event needs to go beyond "WOW", then call the people who understand just what that means!

PROFESSIONAL

We are at the top of our industry because of our professionalism and passion for the craft. We simply love what we do. We put the same high level of energy, creativity and efficiency into each and every production.

OUR LOCATIONS



What Can You Expect From J&M Displays?



Southeast Headquarters



Distribution Locations

QUALITY

Not only in our superior fireworks, each manufactured to the highest specifications and strict quality control, you'll also experience exceptional service from our professional staff and sales representatives.

SERVICE

At J&M Displays, we design each display specifically to suit your audience, venue and budget.

EXPERIENCE

We can aid with navigating the numerous permits each city and state may require as well as ever-changing federal regulations.

EXCITEMENT

Our staff and display operators are passionate about what they do. From the design of the display until the finale is complete, you'll work with a partner who shares the same great joy in seeing adults with the same smiling wide-eyed faces as their children.

SAFETY

At J&M, safety is our number one concern. Our experienced pyrotechnicians use the latest technology, the highest quality product and precision planning to ensure the professional and safe execution of your show.

OPENING

MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

J&M
DISPLAYS



Celebrate your event with colorful brilliance and chest-pounding thunderous salutes. A modest teaser for what's about to come. May I have your attention... the show has just begun! The modest opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions.



MAIN BODY

MEMBER OF APA, FIEI, IPA, IMTA, IAFF, NIFCA, IMTA, IBB

J&M DISPLAYS



“Oohs and Ahhs” will help start your event off with a bang. The body of your show will be a high intensity aerial spectacular full of various colors, patterns, sounds and effects. It will contain an assortment of J&M brand shells; the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise and unique effects.



GRAND FINALE

MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB

**...and it will be GRAND! The
Pièce de résistance.**

J&M Displays understands that people will most likely remember the grand finale more than anything else during the show. We will design a finale that your crowd will talk about for months! J&M is known in the industry for shooting some of the most spectacular Grand Finales. Just wait...

We think you will agree!

**J&M
DISPLAYS**



SHELL SUMMARY

Your dynamic display will include the following elements of excitement:

OPENING:

60 - 3"

Total Shells: 60

MAIN BODY:

100 - 3"
250 - 4"
200 - 5"
100 - 6"
8 - 8"

Total Shells: 658

FINALE:

424 - 3"
80 - 4"

Total Shells: 504

TOTAL SHELLS IN SHOW: 1222

SHOW TOTAL: \$32,000.00

* We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice.*



AERIAL SHELL INFORMATION



THE BIGGER THE BOOM,

The larger the break! In the fireworks industry the shell size determines how high a shell will travel and the size of the break. Below we have illustrated a visual reference used in calculating a general height and diameter break of shells in a fireworks show.

As you can see the size and break of a 10" shell is much larger than that of a 3" shell.

We have also included the safety distance we use when considering what size shells to use in your show.

AVERAGE BREAK ALTITUDE (FEET)



MINIMUM DISTANCE FROM AUDIENCE (FEET)

2" SHELL
90' BURST DIAMETER

3" SHELL
135' BURST DIAMETER

4" SHELL
180' BURST DIAMETER

5" SHELL
225' BURST DIAMETER

6" SHELL
270' BURST DIAMETER

8" SHELL
350' BURST DIAMETER

10" SHELL
450' BURST DIAMETER

YOUR EVENT TEAM



James J. Oetken

President and CEO
1-800-648-3890
main@jandmdisplays.com

Unlike many CEOs, Jim has a very hand's on and client-focused approach to doing business. He is happy to discuss both compliments and concerns with clients. Jim will promptly reply to phone calls received. His concern is complete client satisfaction.

Charles K. McKinley

Southeast Regional Manager
1-866-535-7976
1-251-725-7975
Charlesm@jandmdisplays.com

With over 20 years experience in the Fireworks and Special Effects industry; Charles supervises the servicing of client accounts, making sure your show produces memories that will last a lifetime.

Danielle McWhorter

Southeast Regional
Administrator
1-866-535-7976
dmcwhorter@jandmdisplays.com

Danielle acts as the administrative liaison between the regional sales staff and the operations team at J&M. She assists with processing shows from contracts and permitting to packing and shipments.

Hugh C. McWhorter

Safety & Logistics
Theodore, AL
1-866-535-7976
mack@jandmdisplays.com

Mack is in charge of our safety & training programs. He also works in tandem with sales and operations to make sure every aspect of our logistics process runs smoothly.

Shaun P. Hoard

Show Producer
1-866-535-7976
Shaunh@jandmdisplays.com

Jonathan Barhite

Show Producer
1-866-535-7976
Jbarhite@jandmdisplays.com

Shaun and Jonathan service client accounts, making sure all aspects of your show are completed in a timely manner.





*Thank
You!*

J&M Displays

2083 Helms Road Dothan, AL 36301

866-535-PYRO

251-725-7975

www.jandmdisplays.com

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Grants Management, LLC for Professional Consulting Services for Grants and Grant Management for RFQ No. PS001-20; and hereby authorizes Mayor Sherry Sullivan to execute a Contract of up to \$2,000.00 per month with a not to exceed \$24,000.00 annually.

DULY ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ No. PS021-21 Professional Consulting Services from Grants and Grant Management award to Grants Management, LLC

HPR 21 '21 2:54

YAH

Project Location: Citywide

Presented to City Council: 4/26/2021

Resolution #: Approved _____

Funding Request Sponsor: Jessica Walker, Special Projects and Grants Manager

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 24,000.00 (\$2,000.00 per month)

Vendor: Grants Management, 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 Marine-34 Plan/Zone

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001100-50290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 24,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ -

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

Comments:

The purpose for hiring the grant company is to consult, review, and manage grants, and perform grant administration for the City of Fairhope. This agreement is for 12 months.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/7/2021

Purchasing Memo Date: 4/7/2021

Delivered To Date: 4/15/2021

Request Approved Date: 4/15/2021

Request Approved Date: 4/15/2021

Approved Date: _____

Signatures: _____

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan

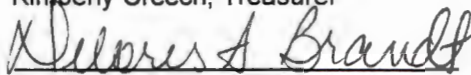


MEMO

Karin Wilson
Mayor

Date: April 7, 2021

ouncil Members:
Kevin G. Boone
Rick Burrell, ACOMO
Jimmy Conyers
Jay Robinson
Corey Martin

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

Re: **RFQ No. PS021-21 ON-Call Professional Consulting Services for Grants and Grant Management**

Debra A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The City of Fairhope's Special projects and Grants Manager, Jessica Walker, has need to hire a professional grants consulting firm for **RFQ No. PS021-21 ON-Call Professional Consulting Services for Grants and Grant Management** for the City of Fairhope. The current contract RFQ PS001-20 with Premier Grant Consulting, LLC, for this professional service, has expired.

Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1 and chose **Grants Management, LLC** (formerly Premier Grants Consulting, LLC) of Fairhope, AL, from our Prequalified Professional Service Providers List, for the task.

The purpose for hiring the company is to consult, and review and assist application for grants for the City of Fairhope.

Please move this procurement of professional services forward to the City Council to approve the selection of, Grants Management, LLC, for RFQ PS021-21 ON-Call Professional Consulting Services for Grants and Grant Management, and authorize the Mayor to execute a contract of up To \$2000.00 a month with a not-to-exceed amount of TWENTY-FOUR THOUSAND DOLLARS (\$24,000.00) annually.

Cc: file, J. Walker, Gayle Fogarty

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

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



April 6, 2021

Attn: Jessica Walker, Special Projects and Grants Manager
City of Fairhope
555 Section Street
Fairhope, AL 36532

Re: Renewal of On-Call Professional Consulting Services for Grants and Grant Management
2021

Dear Ms. Walker:

Please accept this as a written offer for Grant Management, LLC (Stacy McKean, Owner) to continue to provide the professional services as specified in the contract for RFQ PS001-20 "On-Call Professional Consulting Services for Grants and Grant Management" through the end of 2021. Thank you and feel free to contact me if you have any questions or require further information.

Sincerely,

Stacy McKean
Grant Administrator/Owner

7525 Assunta Court, Suite A
P.O. Box 1512
Fairhope, AL

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure One 57kW Natural Gas Generator and One 100kW Natural Gas Generator for Lift Stations for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Co-op Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total estimated combined cost will be \$53,171.00.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of One (1) 57 kw natural gas generator and One (1) 100 kw natural gas generator for lift stations

Project Location: off County Rd 44 lift stations

APR 21 '21 4:54

Presented to City Council: 4/26/2021

Resolution # :
Approved _____

YAH

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 53,171.00

Vendor: Thompson Power Systems (CAT) through the Sourcewell -Contract #120617-CAT

Project Engineer: n/a

Order Date: n/a Lead Time: 15-18 weeks

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Proj 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 XXX
Unfunded _____

Expense Code: 004-16030
G/L Acct Name: Vehicles & Equipment

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

Project Budgeted: \$ 500,000.00 Part of the Lift Station Improvements
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ (446,829.00)

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/12/2021

Purchasing Memo Date: 4/12/2021

Delivered To Date: 4/15/2021

Request Approved Date: 4/15/2021

Request Approved Date: 4/15/2021

Approved Date: _____

Signatures: _____

Kim Creech
Kim Creech

Sheryl Sullivan
Mayor Sheryl Sullivan



MEMO

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

Date: **April 12, 2021**

Sherry Sullivan
Mayor

Re: **Greensheet --CC Approval for procurement of budgeted, over \$15,000, request for one (1) 57kW generator and one (1) 100kW generator for lift stations upgrades for the Wastewater Department**

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

Lisa A. Hanks, MMC
City Clerk

The Water/Wastewater Department Superintendent, Jason Langley, is requesting procurement of ONE (1) 57kW natural gas generator and ONE (1) 100kW natural gas generator to be located at two subdivisions off County Road 44, as part of the budgeted Lift Station Improvements for the City. The proposed budgeted amount for these improvements is \$500,000.00. The best pricing for the requested generators is from Thompson Power Systems (CAT) through the Sourcewell Purchasing Co-op Contract #120617-CAT :

Quote # SPO-210405-1 57 kW natural gas \$24,497.00
Quote # SPO-210405-2 100 kW natural gas \$28,674.00

Total \$53,171.00

The estimated combined cost for the generators is **FIFTY-THREE THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$53,171.00)**, and includes startup and freight estimations.

The Purchasing co-op contract vendor is **Thompson Power Systems (CAT)**

NOTES:

See a attached Sourcewell/vendor CUT-SHEET printout for details.
Delivery/pickup Approximately 15-18 weeks ARO

Please compose a greensheet and place on the next available City Council Agenda this request to approve budgeted procurement for ONE (1) 57kW natural gas generator and ONE (1) 100kW natural gas generator as part of the Lift Station Improvement project for the City, through the SOURCEWELL purchasing co-op Contract #120617-CAT, at an approximate cost of \$53,171.00

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason S Langley

Date: 4/9/2021

Department: Water & Sewer

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? 60KW Generator
2. What is the total cost of the item or service? \$24,497.00
3. Where will the item or service be physically located? Woodlawn Subdivision
4. What is the primary function of the item or service? Back up power for Lift Station in the event of Power outages
5. How many do you need? One
6. Item or Service Is: New Used Replacement Annual Request
7. When do you anticipate implementation? Once ordered be 12-14 wks
8. Additional Information or Comments: 60 Kw Generator for Woodlawn
9. Vendor Name: Thompson Power Systems (CAT)
10. Vendor Number: 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? Waste Water System Improvements Lift Stations \$500,000.00
3. What is the Capital Project Name or Budget Code: 004-16055
4. Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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

SOURCEWELL PROPOSAL PER CONTRACT #120617-CAT**Natural Gas Generator Set:**

- One (1) Caterpillar Model DG60, EPA Emissions certified, UL2200 listed generator set
- 57kW, 240/120 volt, three phase, WYE connection, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 250 amp
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white.
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- Generator sets purchased through the Sourcewell contract include a free four year extended warranty
- O&M Manual, (1) set

Automatic Transfer Switch:

- 200 Amp Transfer Switch
- Open Transition
- 240/120 volt, three phase, 4 wire, 60HZ
- 3 Pole
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

SOURCEWELL PRICE PER CONTRACT #120617-CAT = \$24,497.00

Thompson

Thompson Power Systems
 30950 State Highway 181
 Spanish Fort, AL 36527
 251-626-5100 Phone
 251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-1

Project Name: City of Fairhope – Woodlawn Lift Station
 Project City: Fairhope, AL
 Date Issued: April 5, 2021
 Expiration Date: May 3, 2021

Page- 2 of 6

Cat Generator	DG60
Generator List Price	\$ 25,667
SW Member Discount %	31%
SW Member Discount \$	\$ 7,957
Sub-Total	\$ 17,710
Net Priced items*	\$ 629.00
Sub-Total	\$ 18,339

Services / Source Goods	List Price
Startup	\$ 1,962
ATS 200A	\$ 2,427
Freight to job site	\$ 2,093
Sub Total	\$ 6,482
SW Member Discount	5%
SW Member Discount	\$ 324
Services Total	\$ 6,158

Taxes: Taxes are not included in this proposal and will be added if applicable.

Freight: F.O.B. Job site in Fairhope, AL

Estimated Availability: Approximately 15-18 weeks after submittal approval. Please allow approximately 2 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-1

Project Name: City of Fairhope – Woodlawn Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 3 of 6

Sincerely,

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsoncontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser. Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-1

Project Name: City of Fairhope – Woodlawn Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 4 of 6

account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Thompson



Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-1

Project Name: City of Fairhope – Woodlawn Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 6 of 6

Purchaser: _____
By: _____
Title : _____
Date : _____

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason S Langley

Date: 4/9/2021

Department: Water & Sewer

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** 100 KW Generator
- 2. What is the total cost of the item or service?** \$28,674.00
- 3. Where will the item or service be physically located?** Sedge Field Subdivision
- 4. What is the primary function of the item or service?** Back up power for Lift Station in the event of Power outages
- 5. How many do you need?** One
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** Once ordered be 12-14 wks
- 8. Additional Information or Comments:** 100 Kw Generator for Sedge Field Subdivision
- 9. Vendor Name: Thompson Power Systems (CAT)**
- 10. Vendor Number:** 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?** Waste Water System Improvements Lift Stations
\$500,000.00
- 3. What is the Capital Project Name or Budget Code:** 004-16055
- 4. Check any applicable boxes:** State Contract 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.*

SOURCEWELL PROPOSAL PER CONTRACT #120617-CAT**Natural Gas Generator Set:**

- One (1) Caterpillar Model DG100, EPA Emissions certified, UL2200 listed generator set
- 100kW, 240/120 volt, three phase, WYE connection, 60HZ, standby rated
- EMCP 4.2B Control Panel
- Governor, electronic and isochronous
- PMG (permanent magnet excitation system)
- Generator anti-condensation heater
- Unit mounted circuit breaker: One 400 amp
- Radiator with blower fan and belt drive
- Sound Attenuated Enclosure, painted white.
- Jacket water heater
- Lead acid starting batteries with rack and cables
- Battery charger
- Battery charging alternator
- Exhaust muffler, installed
- Vibration isolators
- Initial fill of lube oil and coolant
- Two hour load test at 1.0 power factor performed on site
- Generator sets purchased through the Sourcewell contract include a free four year extended warranty
- O&M Manual, (1) set

Automatic Transfer Switch:

- 400 Amp Transfer Switch
- Open Transition
- 240/120 volt, three phase, 4 wire, 60HZ
- 3 Pole
- Nema 3R enclosure with space heater
- Engine Exerciser
- O&M Manual, (1) set

Other Services:

- Startup including the following: Checkout of the installation, control wiring, safety shutdowns and other equipment supplied by Thompson Power Systems.
- NOTE: Startup is quoted to be done in one trip to the jobsite. If additional time is required, the technician will return to the jobsite on consecutive days after the first day, excluding weekends and holidays. If the technician is required to return to the jobsite for items outside the scope of startup, i.e. unit not ready, coordination with other trades or inspectors, related charges will be at our normal service rates.

SOURCEWELL PRICE PER CONTRACT #120617-CAT = \$28,674.00

Thompson

Thompson Power Systems
 30950 State Highway 181
 Spanish Fort, AL 36527
 251-626-5100 Phone
 251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-2

Project Name: City of Fairhope – Sedgewood Lift Station
 Project City: Fairhope, AL
 Date Issued: April 5, 2021
 Expiration Date: May 3, 2021

Page- 2 of 6

Cat Generator	DG100
Generator List Price	\$ 32,078
SW Member Discount %	35%
SW Member Discount \$	\$ 11,227
Sub-Total	\$ 20,851
Net Priced items*	\$ 963.00
Sub-Total	\$ 21,814

Services / Source Goods	List Price
Startup	\$ 1,962
Eaton ATS 400A	\$ 3,166
Freight to job site	\$ 2,093
Sub Total	\$ 7,221
SW Member Discount	5%
SW Member Discount	\$ 361
Services Total	\$ 6,860

Taxes: Taxes are not included in this proposal and will be added if applicable.

Freight: F.O.B. Job site in Fairhope, AL

Estimated Availability: Approximately 15-18 weeks after submittal approval. Please allow approximately 2 weeks after receipt of written order for submittal drawings.

THOMPSON POWER SYSTEMS will arrange for initial start-up services at no additional charge. These services include checkout of the installation, control wiring, safety shutdowns, and other equipment supplied by Thompson Power Systems. The customer will be responsible for the labor and materials to install the generator, as well as providing a means to unload the equipment upon delivery. No diesel fuel is included in this pricing.

THOMPSON POWER SYSTEMS limits the scope of supply for this quotation to the items and services listed herein. Equipment not listed is assumed to be supplied by others. We have written a detailed list as part of this proposal. Please check it to be sure it meets your requirements. We reserve the right to correct any errors or omissions.

Contracts which include penalty or liquidated damage clauses for failure to meet delivery dates are not binding on **THOMPSON POWER SYSTEMS** unless accepted and confirmed in writing by a manager of **THOMPSON POWER SYSTEMS**.

Thank you for the opportunity to submit this proposal. If you need additional information or wish to order this equipment, please contact me at 251-621-6021 or sign and return this document.

Sincerely,

Thompson

Thompson Power Systems
30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-2

Project Name: City of Fairhope – Sedgewood Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 3 of 6

Sean O'Neill

Sean O'Neill
Thompson Power Systems
251-621-6021 Office / 251-300-0110 Cell / 251-626-7041 Fax / seanoneill@thompsoncontractor.com

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.

2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause.

3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation.

New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties.

Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment.

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Quotation No: SPO-210405-2

Project Name: City of Fairhope – Sedgewood Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 4 of 6

With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller.

The forgoing provisions are in lieu of all other warranties, express or implied. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY OTHER WARRANTY OR OBLIGATION OF SELLER TO PURCHASER ON ACCOUNT OF ANY DEFECT IN OR ANY FAILURE OR INSUFFICIENCY OF THE EQUIPMENT. In no event will Seller be liable for any especial or consequential damages sustained by Purchaser, even if Seller had reason to know of them.

Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort -- whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability -- for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.

4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.

5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.

6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.

7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.

Thompson

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Quotation No: SPO-210405-2

Project Name: City of Fairhope – Sedgewood Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 5 of 6

8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act. Purchaser and Seller agree that all disputes, controversies or claims of any kind whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall determine whether the dispute is subject to arbitration. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitration shall be conducted by a sole arbitrator who shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The arbitrator may not award, punitive, consequential or special damages. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.

9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.

10. NOTICE OF THOMPSON TRACTOR CO., INC. AND CATERPILLAR INC. CUSTOMER DATA AND TELEMATICS DATA PRIVACY STATEMENT.

We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.

Telematics Data

In the event this machine is equipped with telematics devices such as VisionLink, data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.

Thompson Tractor Co., Inc. recognizes and respects customer privacy. The Thompson Tractor Co., Inc. Customer Data Privacy Statement and the Telematics Data Privacy Statement (the "Privacy Statement") describe the categories of information collected, the purposes of the processing of the information, and how the information is shared. The Privacy Statements are available online at www.thompsontractor.com.

Thompson



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30950 State Highway 181
Spanish Fort, AL 36527
251-626-5100 Phone
251-626-7041 Fax
www.thompsonpowersystems.com

Quotation No: SPO-210405-2

Project Name: City of Fairhope – Sedgewood Lift Station
Project City: Fairhope, AL
Date Issued: April 5, 2021
Expiration Date: May 3, 2021

Page- 6 of 6

Purchaser: _____

By: _____

Title : _____

Date : _____

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure One VacTron Vacuum Excavation System plus options including delivery for the Gas Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$74,954.00.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

04/15/21 4:56

ZAH

Project Name: Approve the purchase of One (1) VacTron Vacuum Excavation System plus options includes delivery for the Gas Department

Project Location: Gas Dept

Presented to City Council: 4/26/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Tim Bung, Supervisor Vehicle mechanics

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 74,954.00

Vendor: Vermeer Southeast through Sourcewell Public Utility contract #012418-VRM

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 XXX
Unfunded

Expense Code: 002-16030
G/L Acct Name: Vehicles & Equipment

Project Budgeted: \$ 76,000.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ (1,046.00)

Comments:

VacTron Vacuum Excavation System-LP500 with boom (Hydraulic Jack, hose and tooling for boom units, inside tank washout (500 gallon))

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 4/13/2021 Purchasing Memo Date: 4/13/2021 Delivered To Date: 4/15/2021

Request Approved Date: 4/15/2021 Request Approved Date: 4/15/2021 Approved Date: _____

Signatures: _____
Kim Creech
Mayor Sherry Sullivan



MEMO

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

Date: April 13, 2021

Sherry Sullivan
Mayor

Re: **Greensheet --CC Approval procurement of FY2021 budgeted, over \$15,000, request for ONE (1) Gas powered VacTron Vacuum Excavation System for the GAS Department**

Council Members:
Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

The GAS Department Superintendent, Terry Holman requests procurement of ONE (1) **VacTron Vacuum Excavation System --LP500 w/boom (LPSGT 1055) (LP573SGT)** with Hydraulic Jack, hose and tooling for boom units , inside tank washout (500 gal) budgeted for \$76,000. The best pricing for the this unit and options (see attached) is from **Vermeer Corporate** through the **Sourcewell Public Utility Contract # 012418-VRM**

Lisa A. Hanks, MMC
City Clerk

The ONE (1) VacTron Vacuum Excavation System plus options includes delivery. The estimated cost is **SEVENTY-FOUR THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$74,954.00) (see attached quote)**. The contract vendor is **VERMEER Southeast** through the **Sourcewell Public Utility contract #012418-VRM**

Kimberly Creech
Treasurer

The Utility body will be ordered from another vendor on the State Contract.

NOTES: See Attached Vendor CUT-SHEET printout for details.
Delivery/pickup Approximately 8-10 weeks ARO

Please compose a greensheet and place on the next available City Council Agenda request to approve this budgeted procurement for one (1) VacTron Vacuum Excavation System plus options from VERMEER Southeast through Sourcewell Contract #012418-VRM for \$74,954.00.

161 North Section St
PO Drawer 429
Fairhope, Alabama
36533

CC file, Terry Holman, Sherry Sullivan, Tim Bung; Clint Steadham

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Terry holman

Date: 3/26/2021

Department: Gas

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Vermeer Hydrovac W/Hydraulic Arm
- 2. What is the total cost of the item or service?** \$74,954.00
- 3. Where will the item or service be physically located?** Gas Department
- 4. What is the primary function of the item or service?** Excavation and Valve Maintenance, Non-Destructive High-Pressure Excavation.
- 5. How many do you need?** One
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** ASAP
- 8. Additional Information or Comments:** Click or tap here to enter text.
- 9. Vendor Name:** Vermeer
- 10. Vendor Number:** 988

BUDGET INFORMATION

- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$76,000.00
- 3. What is the Capital Project Name or Operating Budget Code:** 002-50470
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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



Vac-Tron Vacuum Excavation Systems

Low Profile Series

- LP500 SGT (Super Gas) (LPSGT1005) (LP573SGT)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (12,000 GVWR), and Standard Equipment listed below.
- LP500 w/boom (LPSGT1056) (LP573SGT)** \$48,635.00
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (12,000 GVWR), and Standard Equipment listed below.
- LP500 SGT (Super Gas)- d-rate trailer (LPSGT1004) (LP573SGT LITE)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (9,965 GVWR), and Standard Equipment listed below.
- LP500 d-rate w/boom (LPSGT1054) (LP573SGT LITE)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (9,995 GVWR), and Standard Equipment listed below.
- LP500 SGT (Super Gas) Heavy (LPSGT1006) (LP573SGT HVY)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 150 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below.
- LP500 heavy w/ boom (LPSGT1056) (LP573SGT HVY)**
 Includes 500 Gallon Debris Tank with Hydraulic Tilt, two (2) 150 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below.
- LP800 SGT (Super Gas) (LPSGT1008) (LP873SGT)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below.
- LP800 w/boom (LPSGT1058) (LP873SGT)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, two (2) 100 Gallon Water Tanks, Low Profile Torsion Axles (14,000 GVWR), and Standard Equipment listed below.
- LP800 SGT (Heavy) (LPSGT1009) (LP873SGT HVY)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Axles (20,000 GVWR), and Standard Equipment listed below. SHT package included.
- LP800 heavy w/boom (LPSGT1059) (LP873SGT HVY)**
 Includes 800 Gallon Debris Tank with Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Axles (20,000 GVWR), and Standard Equipment listed below. SHT package included.
- LP1200 SGT (LPSGT1012) (LP1273SGT)**
 Includes 1200 Gallon Debris Tank with Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Axles (24,000 GVWR), and Standard Equipment listed below. SHT package included.
- LP1200 w/boom (LPSGT1062) (LP1273SGT)**
 Includes 1200 Gallon Debris Tank with Hydraulic Tilt, two (2) 200 Gallon Water Tanks, Tandem Axles (24,000 GVWR), and Standard Equipment listed below. SHT package included.

STANDARD EQUIPMENT:

- 38 HP Kohler Gas Engine
- Vacuum Pump - 1000 CFM
- High Pressure Water System - 3000 PSI @ 4 GPM
- 30 x 4" Suction Hose with Suction Tool
- Fully Enclosed and Insulated Engine Stand (rockable)
- 30 gallon fuel tank
- Reverse Pressure to Off-Load Liquids and Dislodge Debris in Hose
- polymer liner on bottom half of tank for easy dumping and cleanup
- hydraulically Operated Full Open and Locked Rear Door
- Water Knife and Clean-Up Wand
- Air gap
- baghouse

Trailer Jack Feature:

- Manual Jack (LPSGT3510)
- Hydraulic Jack (LPSGT3520) \$1,919.00

Hose & tooling feature:

- 3" hose & tooling (not available on boom units) (LPSGT3600)
- 4" hose & tooling (LPSGT3601)
- 4" hose & tooling for boom units (LPSGT 3602) \$493.00

AVAILABLE OPTIONS:

- SHT Package - Under water tank hose storage w/ two (2) 15 sections w/ camlock fittings, under water tank suction wand and water wands (not available on LPSGT 1012, 1062) (LPSGT4490)
- Strong Arm (not available on LPSGT 101, 4100 or units with booms) (LPSGT4010)
- Flowmaster (includes arm, head, hydrant hose, diffuser, box, tools, and tool box, must select LP3QT3520, unavailable with LPSGT 1006, 1012, 1056, 1062, 4010) (LPSGT4100)
- Inside Tank Washout (500 gallon tanks) (LPSGT4205) \$643.00
- Inside Tank Washout (800 gallon tanks) (LPSGT4208)
- Inside tank washout (1200 gallon tanks) (LPSGT4212)
- Re-circulation kit (LPSGT4841) \$247.00
- Custom Paint Color (LPSGT15P)
- Anti-Static Package (LPSGT4560)
- 3' LED Directional Board (LPSGT4550) \$1,272.00
- Miscellaneous Features - sales code _____ \$ _____

Date	3/8/2021
For	City of Fairhope
Sourcewell Member #	2276
Provided By	Vermeer Southeast
Contact Name	Michael Odum
Mobile #	205-263-0405

Subtotal: \$73,109.00
Dealer Freight & Prep: \$1,845.00
Quantity: 1
Total: \$74,954.00
Sales Tax:
Grand Total: \$74,954.00

ACCEPTED
 Vermeer
 BY _____
 DATE _____

Customer
 BY _____
 DATE _____

Pricing Effective 01/01/2021
 NOTE: All pricing in US \$
 NOTE: include applicable sales tax
 Quotes valid for 30 days

Any applicable sales tax is not included. Prices subject to change without notice. These prices are exclusive of any and all duties, import fees, taxes or other similar charges. These prices may not be available in any transaction involving a trade or rental transaction. This sheet may not include all possible specifications available for this model. For complete product specifications, please contact your local authorized Vermeer dealer. Unless otherwise noted, dealer freight & prep to be determined.



RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of Renourishment Beach Sand for Magnolia Beach that was lost in Hurricane Sally (FEMA4563) for the Public Works Department. A request for quotes was sent to 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 responses; and awards the project to Sand & Clay, Inc. for an estimated 1,500 Dry Tons of Sand in the amount of \$17,775.00.

DULY ADPOTED ON THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/15/2021

Please return this Routing Sheet to Treasurer by: ASAP

TAM

Project Name: Procurement of renourishment beach sand for Magnolia Beach that was lost in Hurricane Sally (FEMA 4563) from Sand & Clay, Inc.

Project Location: Magnolia Beach

Presented to City Council: 4/26/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
Arthur Bosarge, Assistant public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 17,775.00

Vendor: Sand & Clay, 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: 001350-51170
 G/L Acct Name: Beach Repairs and Maint

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

Project Budgeted: \$ _____ - FEMA reimbursement 87.50%
 Balance Sheet Item-
 Included in projected
 cash flow _____

Over (Under) budget amount: \$ 17,775.00

Comments: Hurricane Sally (FEMA 4563)

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 4/7/2021 Purchasing Memo Date: 4/7/2021 Delivered To Date: 4/15/2021

Request Approved Date: 4/15/2021 Request Approved Date: 4/15/2021 Approved Date: _____

Signatures: _____ Kim Creech Sherry Sullivan
 Kim Creech Mayor Sherry Sullivan



Sherry Sullivan
Mayor

Council Members:

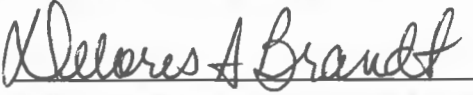
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Date: April 7, 2021

Re: Greensheet/City Council agenda to approve the over \$10,000 acquisition of beach sand as renourishment and replacement sand to the Magnolia Beach area that was lost due to Hurricane Sally (FEMA 4563) in 2020

The Public Works Director, Richard Johnson has need to procure dry beach sand as replacement for that lost in Hurricane Sally (FEMA 4563) on or about September 15, 2020, at Magnolia Beach on Fairhope's waterfront.

A request for quotes for was issued and we received three (3) responses. The RFQ was sent to 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 Director of Public Works recommends the award be made to Sand & Clay Inc. for approximately 1500 dry tons of beach sand in the estimated amount of **SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-FIVE DOLLARS (\$17,775.00)**.

Please prepare a greensheet and place on the next City Council Agenda this request to approve the procurement of renourishment beach sand for Magnolia beach that was lost in Hurricane Sally (FEMA 4563) from Sand & Clay, Inc. in the estimated amount of \$17,775.00.

Cc: File, R. Johnson, Arthur Bosarge

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

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

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Arthur Bosarge

Date: 2/10/2021

Department: Public Works

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase?** Beach renourishment sand
- 2. What is the total cost of the item or service?** \$18,000
- 3. Where will the item or service be physically located?** Magnolia Beach
- 4. What is the primary function of the item or service?** Repair erosion caused form Hurricane Salley
- 5. How many do you need?** 1500 dry tons
- 6. Item or Service Is:** New Used Replacement Annual Request
- 7. When do you anticipate implementation?** ASAP
- 8. Additional Information or Comments:**
- 9. Vendor Name:** Sand & Clay, Inc
- 10. Vendor Number:**

BUDGET INFORMATION

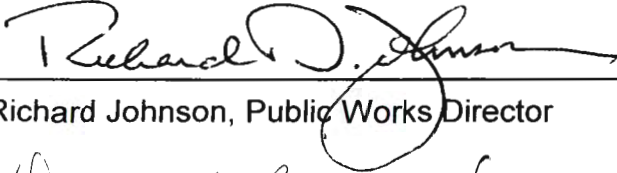
- 1. Is it budgeted?** Yes No Emergency Request
- 2. If budgeted, what is the budgeted amount?** \$25,000
- 3. What is the Capital Project Name or Operating Budget Code:** 001350-51170
- 4. Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

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


**CITY OF FAIRHOPE TABULATION
 QUOTE MAGNOLIA BEACH SAND
 DEADLINE TO SUBMIT: March 4, 2021, 9:30 a.m.**

Vendor	Lump Sum Price
Sand and Clay, Inc.	\$ 17,775.00
Headwater Holdings	\$ 21,855.00
Excel Contractors, LLC	\$ 37,215.00
Hwy 27 Dirt	NO RESPONSE
Agromax	NO RESPONSE
State Agencies	NO RESPONSE

Recommendation: Sand and Clay, Inc.


 Richard Johnson, Public Works Director

04/06/2021
 Date


 Delores A. Brandt, Purchasing Manager

04/06/2021
 Date

City of Fairhope Public Works Project
Quote Response

MAGNOLIA BEACH SAND RENOURISHMENT:

The City of Fairhope is requesting responses to provide sand at the Magnolia Beach public bayfront park in Fairhope, Alabama that was eroded during Hurricanes of September and October of 2020.

SPECS:

The only special material specification for this project is for the sand:

1. Sand beach fill material should consist of non-toxic, non-acid forming, free of solid waste, clean, washed quartz sand particles and conform to the specifications set forth herein. Due to the nature of this project, all sand must be pre-approved by the engineer and all decisions by the engineer concerning the acceptance of sand are final.

2. The sand will be a quartz sand, with less than two percent fines by weight which pass through a #200 washed (0.075mm) sieve, of a light tan or white color (approved by the project engineer) with a median grain size d_{50} greater than 0.35mm but not greater than 0.5mm and with a gradation such that $d_{16}=0.27\text{mm}$ ($\pm 0.1\text{mm}$) and $d_{84}=0.5\text{mm}$ ($\pm 0.1\text{mm}$). The beach fill sand must pass a test by the engineer to ensure no cementation occurs in the bay's saltwater environment.

OTHER PROJECT DETAILS:

1. Only one pay request will be accepted and processed upon final acceptance of work.
2. Questions, inquiries and requests for clarification should be directed to Richard D. Johnson, PE; Director of Public Works: Phone - (251) 929-0360; Email richard.johnson@fairhopeal.gov
3. Quotes must be received by 9:30 AM – Wednesday, February 24, 2021, at the Purchasing Department; 555 South Section Street; Fairhope, Alabama 36532 or via email to deedee.brandt@fairhopeal.gov

DATE: 2/22/21

Magnolia Beach Sand Renourishment

Quote will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Specs.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

Per Ton Price for Estimated 1500 Dry Tons of Sand \$ 17,775.⁰⁰

Contractor Name: Sand + Clay Inc.

Address: 24311 State Hwy 181

City: Daphne State: AL Zip: 30526

Contact Name: Amber Long or Phone: 251-928-4601

Danny Lee

ADDENDUM 1
CITY OF FAIRHOPE

Magnolia Beach Sand Renourishment

REPLACEMENT: Replace the previously issued Quote Response with the attached to correct the amount quotes at a per ton rate for an estimated 1500 dry tons of sand.

Bidders are to sign and include signed **Addendum 1** with submitted bid documents.

Acknowledged:

Sand & Clay Inc
Company

Paul L. Cort
By

Purchasing Manager
City of Fairhope
Posted: 2/22/2021

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: Sand & Clay, Inc

Street address: 24311 State Hwy 181

City, State, Zip: Daphne, AL 36526

CERTIFIED BY:(type or print) Fred L. Corté FRED L. CORTÉ

TITLE: PRESIDENT

Fred L. Corté (signature) 2/22/21 (date)

DATE: 3/01/21**Magnolia Beach Sand Renourishment**

Quote will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the Specs.

We propose to meet or exceed the above specifications at: (see Scope of Work and Specifications)

Per Ton Price for Estimated 1500 Dry Tons of Sand \$ 14.57

Contractor Name: Precision Sand Products

Address: 6301 Monroe Street

City: Daphne State: AL Zip: 36526

Contact Name: Michael Taylor Phone: 251-284-4372

ADDENDUM 1
CITY OF FAIRHOPE

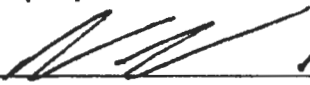
Magnolia Beach Sand Renourishment

REPLACEMENT: Replace the previously issued Quote Response with the attached to correct the amount quotes at a per ton rate for an estimated 1500 dry tons of sand.

Bidders are to sign and include signed **Addendum 1** with submitted bid documents.

Acknowledged:

Precision Sand Products
Company

 Michael Taylor
By

Purchasing Manager
City of Fairhope
Posted: 2/22/2021



Excel Contractors, LLC
Tel: +1 225 408 1300
Fax: +1 225 408 1600
recoverygroup@excelusa.com
EXCELUSA.com

TRANSMITTAL LETTER

February 24, 2021

Purchasing Department
c/o Dee Dee Brandt
City of Fairhope, Alabama
555 South Section Street
Fairhope, AL 36532

Via email

RE: Magnolia Beach Sand Renourishment

Dear Ms. Brandt:

Excel Contractors, LLC (EXCEL) is pleased to submit the enclosed in response to the City's Request for Quotations related to damages caused by Hurricane Sally (FEMA 4563).

As a highly qualified construction, project management, industrial maintenance, and disaster recovery firm, EXCEL has a legacy of working throughout the United States for over 35 years.

Mr. Jerry Johnson will be the primary contact for this task, if awarded. He can be reached by phone at 225-413-3765 or jjohnson@excelusa.com.

EXCEL is fully registered, licensed, insured, able to do business in the State of Alabama. I, Matthew J. Shoriak, Executive Vice President, am authorized to bind Excel Contractors, LLC contractually to all the commitments made in our submission. Your consideration of our response is greatly appreciated. We are confident you will see that EXCEL is well-suited to execute this work with efficiency and excellence. We appreciate the opportunity to serve as your partner through the end of this and any future recovery efforts. Please don't hesitate to contact me at 225-408-1381 or mshoriak@excelusa.com for any questions, concerns, or next steps.

Sincerely,

Matthew J. Shoriak
Executive Vice President
Excel Contractors, LLC

WE DELIVER EXCELLENCE

ADDENDUM 1
CITY OF FAIRHOPE

Magnolia Beach Sand Renourishment

REPLACEMENT: Replace the previously issued Quote Response with the attached to correct the amount quotes at a per ton rate for an estimated 1500 dry tons of sand.

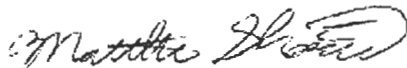
Bidders are to sign and include signed **Addendum 1** with submitted bid documents.

Acknowledged:

Excel Contractors, LLC.
Company

Matthew J. Shoriak, Executive Vice President

By



Purchasing Manager
City of Fairhope
Posted: 2/22/2021

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: Excel Contractors, LLC.

Street address: 8641 United Plaza Blvd

City, State, Zip: Baton Rouge, LA 70809

CERTIFIED BY:(type or print) Matthew J. Shoriak

TITLE: Executive Vice President

 (signature) 2/24/2021 (date)

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure approximately 360 Tons of a Blend of Class II/III Riprap for the emergency repair of 225 linear feet of Bulkhead due to erosion at South Beach on Fairhope's Waterfront for the Public Works Department; and the material is available for direct procurement through the South Alabama Purchasing Association ("SAPA") which has been nationally bid ; and therefore, does not have to be let out for bid. The total not to exceed cost is \$21,240.00.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 4/19/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of approximately 360 tons of a blend of Class II/III Riprap for bulkhead due to erosion at South Beach from Martin Marietta, Inc

APR 15 '21 PM 3:25

Project Location: South Beach

Presented to City Council: 4/26/2021

Funding Request Sponsor: Richard Johnson, Public Works Director
George Ladd, Supervisor Streets and Facilities Maintenance

Resolution # : _____
Approved _____
Changed _____
Rejected _____

ZAH

Project Cash Requirement Requested:
Cost: \$ 21,240.00

Vendor: Martin Marietta, Inc

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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: 001360-51170
G/L Acct Name: Beach Repairs and Maintenance

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

Project Budgeted: \$ 21,240.00
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ -

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

Comments: 225 linear feet of bulkhead due to erosion at South Beach of Fairhope's waterfront.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 4/16/2021

Purchasing Memo Date: 4/16/2021

Delivered To Date: 4/19/2021

Request Approved Date: 4/19/2021

Request Approved Date: 4/19/2021

Approved Date: _____

Signatures: _____

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



Sherry Sullivan
Mayor

Council Members:

Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

MEMO

To: Kimberly Creech, Treasurer

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

Date: April 16, 2021

Re: **Greensheet/City Council agenda to approve the over \$10,000 and unbudgeted acquisition of Class II/III Riprap for emergency repair of bulkhead due to erosion at South Beach.**

The Public Works Director, Richard Johnson, has need to procure approximately 360 tons of a blend of Class II/III riprap for the emergency repair of 225 linear feet of bulkhead due to erosion at South Beach on Fairhope's waterfront. The riprap can be purchased from **Martin Marietta, Inc.** through the **SAPA purchasing group** at \$59.00/ton. The Not-To-Exceed amount for this request is **TWENTY-ONE THOUSAND TWO HUNDRED FORTY DOLLARS (\$21,240.00).**

Please prepare a greensheet and place on the next City Council Agenda this request to approve the procurement of riprap from Martin Marietta, Inc, through the buying group SAPA, for the Not-To-Exceed amount of \$21,240.00.

Cc: File, R. Johnson, George Ladd

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

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

NEED GREENSHEET

~~\$16,500.00~~ NTE

CLASS I & III RIP RAP (DELIVERED
TO COE)

SAPA BID ~~\$59.00/TON (280 TON)~~

VENDOR: MARTIN MARIETTA, INC

FOR: EMERGENCY BULKHEAD REPAIR

● AT SOUTH BEACH PARK

± 225 LINEAR FEET OF

REVEGETATION - PER. USAGE /

ALGP PERMIT

^{TONS}
360 X 59 =

\$ 21,240

Dee Dee Brandt

From: Richard Johnson
Sent: Wednesday, February 24, 2021 3:28 PM
To: Sherry Sullivan
Cc: Gayle Fogarty; Kimberly Creech; Dee Dee Brandt; Lisa A. Hanks, MMC
Subject: Temporary Bulkhead Stabilization
Attachments: Joint Permit Cover Letter 02-25-2021.pdf; 2018 Joint Application Form166 FHD Complete and Signed 02-25-2021.pdf

Mayor:

The Joint Permit is ready (attached) – this is the first step and we need to get it out why we are working on procurement of the Rip-Rap. If we take this intermediate measure, we will be adding cost to the WWF Project – we will end up paying the winning contractor to remove the placed Rip-Rap – figure \$10-\$25/ton.

On the extreme end – I calculate 358 Tons of Class II/III Rip-Rap – we have an annual in-place bid at \$59.00/ton delivered - \$21,122.00.

Please approve my submission of the permit to USACE/ADEM as well as ADNRC.

Thanks,

RDJ

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

Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works

February 25, 2021

Department of the Army Mobile District (Via Email)
U.S. Army Corps of Engineers
Attention: CESAM-RD - Emergency Procedures
P. O. Box 2288
Mobile, AL 36628-0001

RE: Joint Application and Notice – Emergency Permit Procedure – Hurricane Sally DR-AL-4563 – Bulkhead Stabilization – South Beach Park – City of Fairhope – Mobile Bay

On behalf of the City of Fairhope please find attached a joint application and notice to conduct temporary stabilization of marine facilities damaged by Hurricane Sally on September 16, 2020. Our FEMA PDMG requires the recipient to coordinate all USACE permitting and reviews.

Work would include but not be limited to: placement of Class II & III Rip-Rap linearly along and over approximately 225-feet of compromised and failing concrete T&G Panel bulkhead, backfill and compaction of fill behind stabilized bulkheads; and all other work associated with the temporary restoration and stabilization of South Beach Park Shoreline, a City owned and operated Park, to maintainable conditions. This work is considered temporary - the City is currently funded through the Restore Act for complete shoreline restoration and/or improvement at this location. This project remains 12-18 months out from earliest construction start date. This revetment material would be removed and reused at another location within the City at the time the final shoreline restoration/improvement work is performed.

All documents are preliminary in nature. We continue to assess damages and complete contract documents. This permit application is part of the City necessary due diligence to insure a successful FEMA Public Assistance (PA) Project. This repair/stabilization project will likely be conducted by City forces and should be conducted late spring/early summer 2021.

The City in applying for this permit and undertaking this project acknowledges the following:

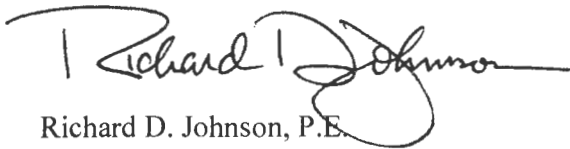
1. All mitigation, as required by USACE, will be performed.
2. The work will be performed in a manner that will avoid and minimize impact to waters of the US, including wetlands to the maximum extent practicable.
3. Should historic or cultural resources be discovered during the work, all work would immediately cease, and the USACE and State Historic Preservation Officer would be immediately notified.

City of Fairhope, Public Works Department
555 South Section Street – Fairhope, Alabama 36532
251-928-8003

4. No impacts will occur to federally-listed threatened or endangered species under the Endangered Species Act
5. The work will be completed in an expeditious manner.
6. In areas of temporary wetland fill, the impacted area will be restored as near as possible to pre-emergency conditions.

Thank you for your consideration. Do not hesitate to contact me for any needed support or assistance.

Yours,

A handwritten signature in black ink that reads "Richard D. Johnson". The signature is written in a cursive style with a large, looping initial "R".

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

CC: Mayor's Office
Purchasing
City Clerk
File

5. Project Description (continued)

6. Dredging Project Specifications (Show locations and dimensions of proposed dredge areas on attached plans. Include existing and proposed depths.)

New Work N/A Maintenance Work Yes
 Cubic yards of material to be removed _____ Type of material _____
 Surface area (square feet) impacted _____ (sand, muck, hard bottom, etc.)
 Method of excavation _____
 Nature of area to be dredged (check all that apply) Upland _____ Wetland _____ Waterbottom _____
 Other (explain) _____

7. Specifications for Discharge of Dredged or Fill Material (Show locations and dimensions of all disposal or fill areas on attached plans.)

Cubic yards of fill N/A Type of fill _____
 Surface area (square feet) impacted _____
 Source of fill material (check all that apply) Commercially obtained _____ Dredged material _____ Borrowed on-site _____
 Other (explain) _____
 How will discharged material be contained? (Include erosion control measures, levees, etc.) _____
 Nature of disposal/fill areas (check all that apply) Upland _____ Wetland _____ Waterbottom _____
 Other (explain) _____

8. Additional information relating to the proposed activity.

Are oyster reefs located within or near the project area? Yes _____ No If yes, explain: _____
 Will this project result in the siting, construction, and/or operation of an energy-related facility? Yes _____ No
 Is the project area greater than 25 acres in size? Yes _____ No
 Is any portion of the activity for which authorization is sought now complete? Yes _____ No If yes, explain: _____
 _____ Month and year activity took place _____
 If project is for maintenance work of existing structures or existing channels, describe legal authorization for the existing work. Provide permit number, dates or other form of authorization _____

9. Describe the purpose and public benefit, if any, of the project. Describe the relationship between the project and any secondary or future development the project is designed to support. This is simply a repair to pre-storm conditions. The City has been working on conceptual master planning for the Fairhope Docks complex - these plans are still in an early gestational period and no definitive plan has been adopted.

Intended use: Public Private _____ Commercial _____ Other (explain) Recreational _____

10. Project Schedule:

Proposed start date By May 2021 Proposed completion date By August 2021

11. Names and address of adjoining property owners, lessees, etc. whose property also adjoins the waterway. Also identify the owners on the plan views in attachment. See attached

12. List all authorizations or certifications received or applied for from federal, state or local agencies for any Structures, construction, discharges, deposits or other activities described in or directly related to this application. Note that the signature in Item 13 certifies that application has been made to or that permits are not required from the following agencies. If permits are not required place NA in space for Type Approval.

<u>Agency</u>	<u>Type Approval</u>	<u>Identification No.</u>	<u>Date of Application</u>	<u>Date of Approval</u>	<u>Date of Denial</u>
AL Dept. of Environmental Management	ALGP-11		02/25/2021		
U. S. Army Corps of Engineers	NWP 3		02/25/2021		
AL State Lands Division	Possible				
Alabama State Docks	N/A				
City/County Fairhope	Building		Prior to Const		
Other <u>N/A</u>					

13. Application is hereby made for authorization to conduct the activities described herein. I agree to provide any additional information/data that may be necessary to provide reasonable assurance or evidence to show that the proposed project will comply with the applicable state water quality standards or other environmental protection standards both during construction and after the project is completed. For projects within the coastal area of Mobile and Baldwin Counties, I certify that the proposed project for which authorization is sought complies with the approved Alabama Coastal Area Management Program and will be conducted in a manner consistent with the program. I agree to provide entry to the project site for inspectors from the environmental protection agencies for the purpose of making preliminary analyses of the site and monitoring permitted works. I certify that I am familiar with responsible for the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities or I am acting as the duly authorized agent of the applicant.

(SIGNATURE OF APPLICANT OR AGENT REQUIRED BELOW)

Richard D. Johnson, PE
 Digitally signed by
 Richard D. Johnson, PE
 Date: 2021.02.24
 15:07:45 -06'00'

02/25/2021

Signature of Applicant or Agent

Date

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willingly falsifies, conceals, or covers up by any trick, scheme or device a material fact or make any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years or both.

14. In addition to the completed application, the following attachments are required:

Provide a vicinity map showing the location of the proposed site along with a written description of how to reach the site from major highways or landmarks. Provide accurate drawings of the project site with existing structures and proposed activities shown in detail. For projects located adjacent to, or on water, the site plan must clearly indicate the location of the ordinary mean high tide line and the width of the water body at the site location.. All drawings must be to scale or with dimensions noted on drawings and must show a plan view and across section or elevation. **All plans and attachments must be of reproducible quality on 8 1/2 inch x 11 inch paper.**

NOTE: FEES ARE REQUIRED IN CONJUNCTION WITH ADEM CERTIFICATION: ADEM WILL CONTACT APPLICANT WITH FEE REQUIREMENTS.

NOTE: FEES MAY BE REQUIRED BY THE ALABAMA STATE LANDS DIVISION FOR DREDGE ACTIVITIES AND PROJECTS IMPACTING STATE OWNED SUBMERGED LANDS. THE STATE LANDS DIVISION WILL CONTACT APPLICANT WITH FEE REQUIREMENTS.

15. APPLICATION SUBMISSION INFORMATION

Contact the Corps of Engineers prior to submittal with any questions or to request acceptable alternate content/format. An instruction package, example PAP and SPCC plans, and other information are available upon request. Complete this form, attach additional information as necessary, and submit signed original to:

(Statewide, Except Tennessee River Watershed)
 District Engineer, Attn: Regulatory Division
 U.S. Army Corps of Engineers - Mobile District
 Post Office Box 2288
 Mobile, Alabama 36628-0001
 Phone: (251) 690-2658 Fax: (251) 690-2660
 WebPage: www.sam.usace.army.mil/

OR (Tennessee River Watershed Only)
 District Engineer, Attn: Regulatory Branch
 U.S. Army Corps of Engineers - Nashville District
 3701 Bell Road
 Nashville, Tennessee 37214
 Phone: (615) 369-7500 Fax: (615) 369-7501
 WebPage: www.lm.usace.army.mil/

Submit signed copy of application and attachments to:

For Activities Statewide:

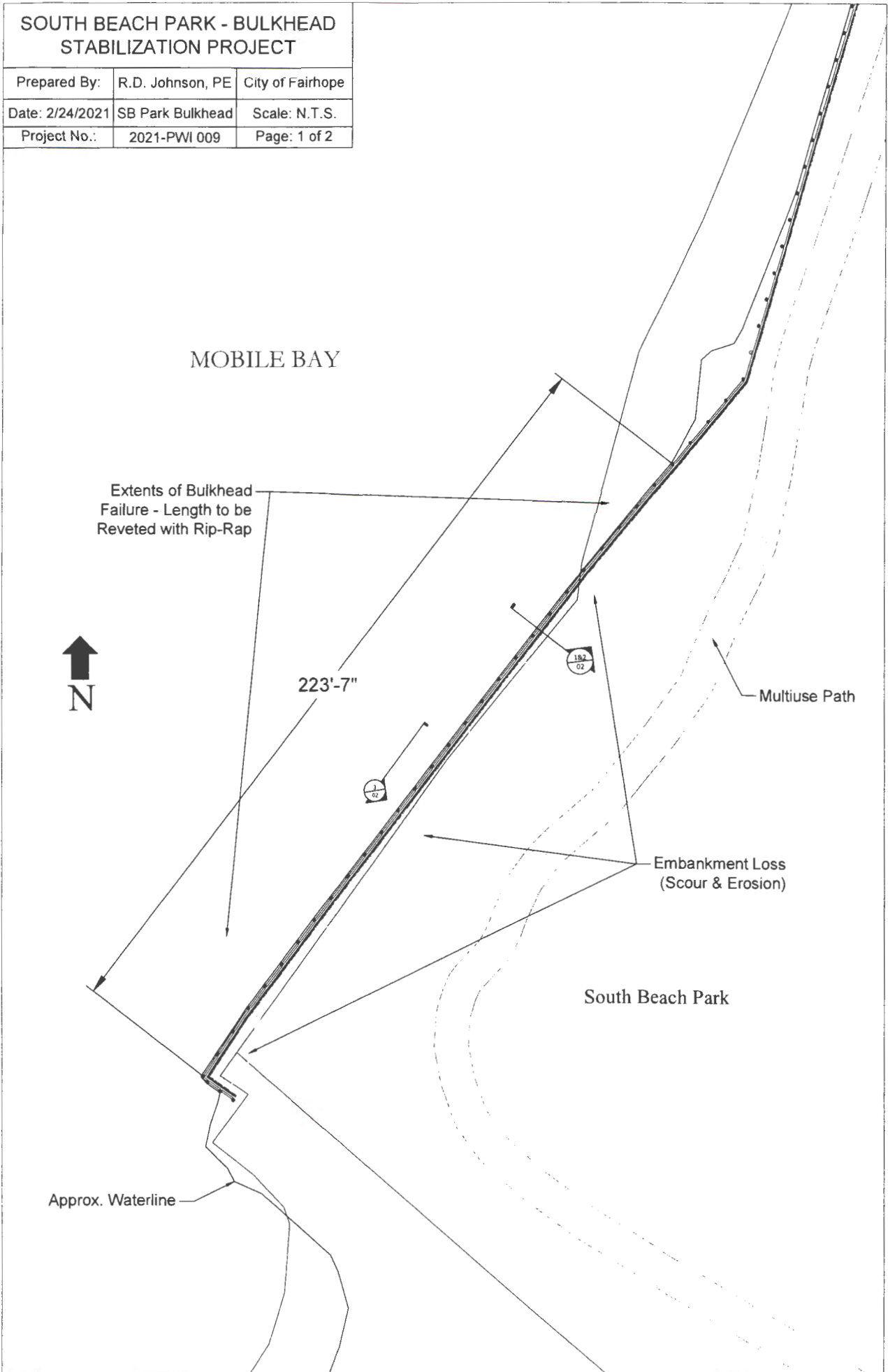
(In Mobile, Baldwin and Washington Counties Only)

Mining & Nonpoint Source Section Field Operations Division, ADEM PO Box 301463 Montgomery, AL 36110-2059 Phone: (334) 394-4311 Fax: (334) 394-4326 Email: mns@adem.state.al.us WebPage: www.adem.state.al.us	Alabama State Port Authority Environmental, Health, Safety P. O. Box 1588 Mobile, AL 36633 Phone: (251) 441-7085 Fax: (251) 441-7255 WebPage: www.asdd.com
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Coastal Section-Mobile Branch Field Operations Division, ADEM 3664 Dauphin Street, Suite B Mobile, AL 36608 Phone (251) 304-1176 Fax: (251) 304-1189 Email: coastal6@adem.state.al.us WebPage: www.adem.state.al.us	Alabama State Lands Division Coastal Section 31115 Five Rivers Blvd. Spanish Fort, AL 36527 Phone: (251) 621-1216 Fax: (251) 621-1331 WebPage: www.outdooralabama.com
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SOUTH BEACH PARK - BULKHEAD STABILIZATION PROJECT

Prepared By:	R.D. Johnson, PE	City of Fairhope
Date: 2/24/2021	SB Park Bulkhead	Scale: N.T.S.
Project No.:	2021-PWI 009	Page: 1 of 2



MOBILE BAY

Extents of Bulkhead Failure - Length to be Reveted with Rip-Rap



223'-7"

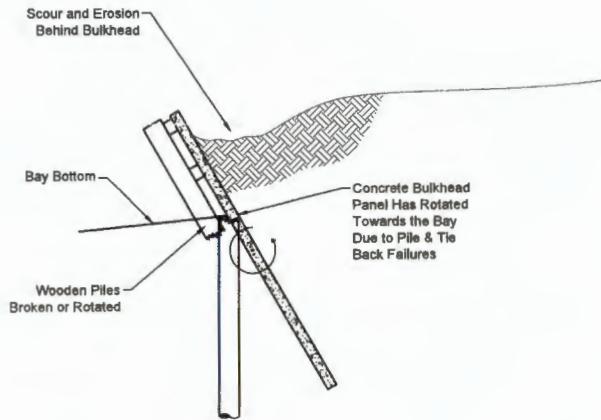
182
02

Multiuse Path

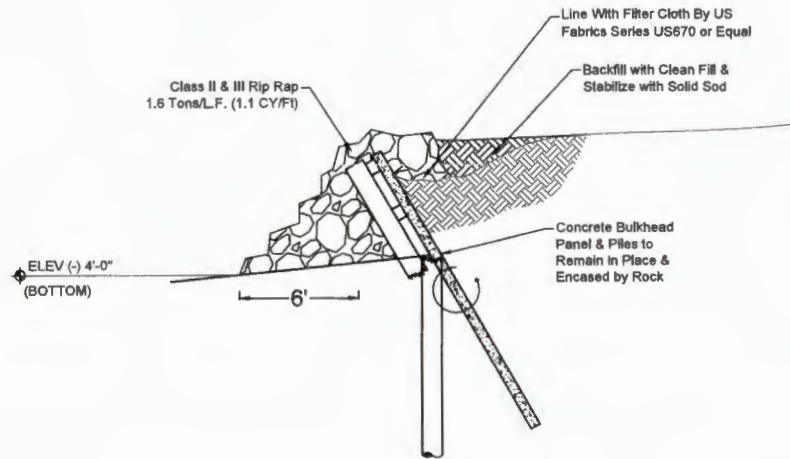
Embankment Loss (Scour & Erosion)

South Beach Park

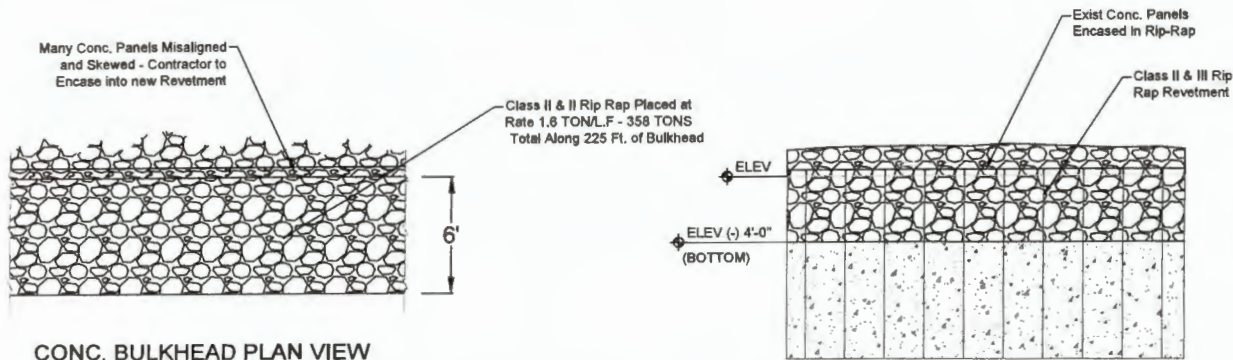
Approx. Waterline



1
02
CONC. BULKHEAD XS
Current Condition



2
02
CONC. BULKHEAD XS
Proposed Stabilization



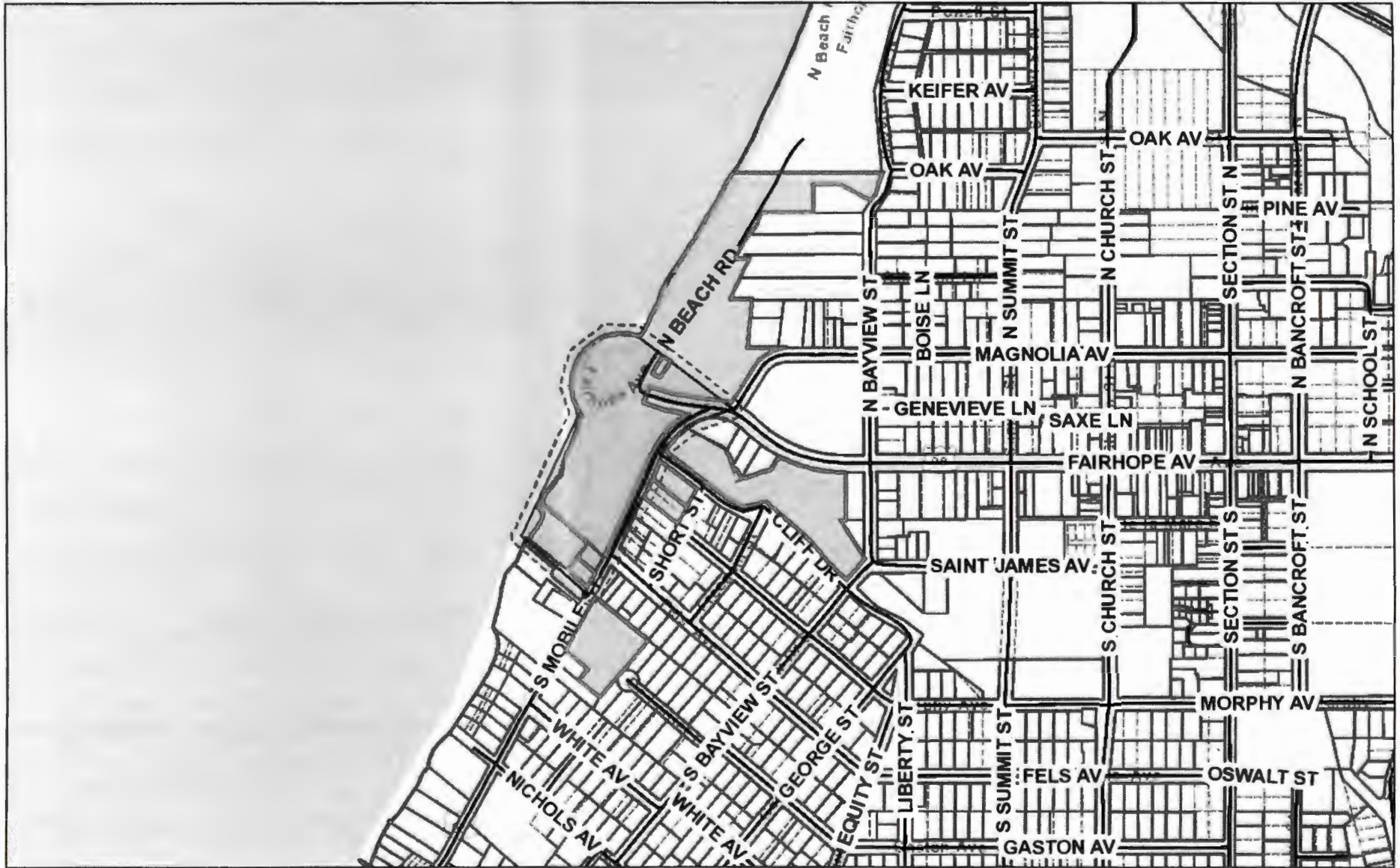
CONC. BULKHEAD PLAN VIEW

3
02
CONC. BULKHEAD ELEVATION VIEW

SOUTH BEACH PARK - BULKHEAD STABILIZATION PROJECT

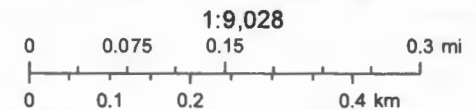
Prepared By:	R.D. Johnson, PE	City of Fairhope
Date: 02/24/2021	Bulkhead Details	Scale: N.T.S.
Project No.:	2021-PWI 009	Page: 2 OF 2

Adjacent Property Owners Map



February 24, 2021

polygonLayer	polygonLayer	polygonLayer	— Centerlines	□ County Boundary
Override 1	Override 1	Override 1	— Coastal Control Line	
Override 2		□ Parcels	--- Lot Lines	



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

Project 2021-PWI 009

Adjacent Property Owners - Per Baldwin County Tax Map

Parcel Number	Pin	Owner Name	Address	Address2	City	State	Zip	Property Street Number	Property Street Name	Land Use Type
05-46-03-37-0-010-039.001	12788	FAIRHOPE, CITY OF	P O DRAWER 429		FAIRHOPE	AL	36533	0		VACANT
05-46-03-37-0-010-013.507	15094	FST MCBREARTY, MICHAEL L	561 MORPHY AVE		FAIRHOPE	AL	36532	6	FELS AVE	APARTMENTS
05-46-03-37-0-010-003.501	15111	FST POPE, BOB W	P O BOX 78		FAIRHOPE	AL	36533	0	FAIRHOPE AVE	COMMERCIAL
05-46-03-37-0-010-042.000	19878	HOLLYHAND, DOUGLAS P (1%) ETAL HOLLYH	1417 JUNIPER RIDGE LN		NORTHPORT	AL	35463	208	MOBILE ST S	COMMERCIAL
05-46-03-37-0-010-041.000	32784	ST LUCIA PROPERTIES L L C	15900 OLD PIERCE RD		FAIRHOPE	AL	36532	206	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-041.000	32784	ST LUCIA PROPERTIES L L C	15900 OLD PIERCE RD		FAIRHOPE	AL	36532	206	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-041.000	32784	ST LUCIA PROPERTIES L L C	15900 OLD PIERCE RD		FAIRHOPE	AL	36532	206	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-002.000	64362	FAIRHOPE, CITY OF	P O DRAWER 429		FAIRHOPE	AL	36533	1	FAIRHOPE AVE	COMMERCIAL
05-46-03-37-0-010-005.001	64356	FAIRHOPE, CITY OF	P O DRAWER 429		FAIRHOPE	AL	36533	0	BAYVIEW AVE	VACANT
05-46-03-37-0-010-041.001	244674	HOLLYHAND, DOUGLAS P (1%) ETAL HOLLYH	1417 JUNIPER RIDGE LN		NORTHPORT	AL	35463	0		VACANT
05-46-03-37-0-010-006.506	14703	FST J & K INVESTMENTS L L C	111 MAGNOLIA AVE		FAIRHOPE	AL	36532	107	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-006.506	14703	FST J & K INVESTMENTS L L C	111 MAGNOLIA AVE		FAIRHOPE	AL	36532	107	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-006.506	14703	FST J & K INVESTMENTS L L C	111 MAGNOLIA AVE		FAIRHOPE	AL	36532	107	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-006.508	15287	FST LABRATO, EUGENE R JR ETAL LABRATO	105 S MOBILE STREET		FAIRHOPE	AL	36532	105	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-006.508	15287	FST LABRATO, EUGENE R JR ETAL LABRATO	105 S MOBILE STREET		FAIRHOPE	AL	36532	105	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-006.501	15018	FST NIEMEYER, KENNETH E	P O BOX 888		MONTROSE	AL	36559	7	FELS AVE	RESIDENTIAL
05-46-03-37-0-010-006.509	15134	FST COLONIAL INN CONDO (MASTERCARD)	P O BOX 888		MONTROSE	AL	36559	101	MOBILE ST S	COMMERCIAL
05-46-03-37-0-010-006.505	14484	FST GAMBINO, GILBERT R	107 S MOBILE ST		FAIRHOPE	AL	36532	151	MOBILE ST S	RESIDENTIAL
05-46-03-37-0-010-037.000	8580	CHATEAU ROYALE CONDO "MASTERCARD"						0	MOBILE ST S	COMMERCIAL
05-46-03-37-0-010-005.501	15427	FST BEAULIEU CONDO (MASTERCARD)						50	FAIRHOPE AVE	COMMERCIAL
05-46-03-37-0-010-039.501	15211	FST REJCZYK, BETTY KAY	FORSMAN, EARL & KATHERIN	202 S MOBILE ST	FAIRHOPE	AL	36532	202	MOBILE ST S	COMMERCIAL
05-46-03-37-0-010-039.502	15178	FST BRYARS, REBECCA BILLIE	204 SOUTH MOBILE ST		FAIRHOPE	AL	36532	204	MOBILE ST S	RESIDENTIAL

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 Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department (Bid Number 019-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] Bid No. 015-21 was sent to 301 vendors and was viewed by 37.21% (112) as well as multiple State agencies for MBE and DEB consideration. The City did not receive any quotes.

[3] Due to not receiving any quotes, the recommendation is to Reject Bid No. 019-21 for Fairhope Docks Bulkhead Repairs – FEMA 4563 damaged by Hurricane Sally for the Public Works Department; and authorize Staff to rebid.

Adopted on this 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

4/21/2021
11:30 a.m.
ZAH



MEMO

To: Kimberly Creech, Treasurer

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

Sherry Sullivan
Mayor

Date: April 20, 2021

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Re: **Greensheet/City Council request to reject all bids for Bid 019-21 Fairhope Docks Bulkhead Repairs—FEMA 4563**

Lisa A. Hanks, MMC
City Clerk

The Public Works Director, Richard Johnson has need to make repairs to the Bulkhead at the Fairhope Docks caused by Hurricane Sally in September 2020 .

Kimberly Creech
City Treasurer

Bid 019-21 Fairhope Docks Bulkhead Repairs –FEMA 4563 was issued to 301 vendors and was viewed by 37.21% (112) contractors as well as multiple state agencies for MBE and DBE consideration. The City did not receive any quotes. It is the recommendation of the Director of Public Works that the project be RE-BID.

Please prepare a greensheet and place on the next City Council Agenda this request to reject all bids for Bid 019-21 Fairhope Docks Bulkhead Repairs—FEMA 4563, and RE-BID the project.

Cc: File, R. Johnson , George Ladd, Clint Steadham, 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 and Recommendation
BID 005-21 Fairhope Docks Bulkhead Repairs-- FEMA 4563
BID OPENED: April 19, 2021, 10:00 a.m.

sent to 301 and viewed by 112			no response	no response	no response	no response
ITEM	DESCRIPTION	QTY /unit	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate
A Dock	Type A repairs--Deadman Pile Reset, Edge Dock & Backfill					
1	Deadman Piles - Expose, Investigate, Reset and Adjust Tie Backs	125/LF				
2	New Edge Dock Servicing Covered - Reset/Repair Areas Undermined by Storm - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	251/SF				
	Project subtotal					
3	Mobilization/Demobilization	1/LS				
	SUB-BID total					
B Dock	Type B Repairs--Wood Bulkhead & Boat Docks					
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (FullReplacement)	16/each				
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66%Replacement)	15/each				
3	Dock Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (FullReplacement)	10/each				
4	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals	110/LF				

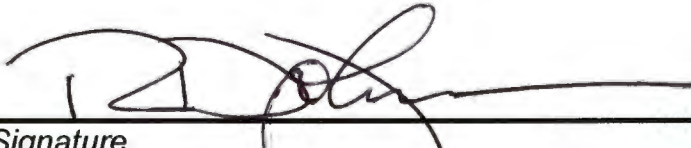
CITY OF FAIRHOPE TABULATION and Recommendation
BID 005-21 Fairhope Docks Bulkhead Repairs-- FEMA 4563
BID OPENED: April 19, 2021, 10:00 a.m.

sent to 301 and viewed by 112			no response	no response	no response	no response
ITEM	DESCRIPTION	QTY /unit	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate
5	New Dock Servicing "B Dock" - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	136/SF				
	Project subtotal					
6	Mobilization/Demobilization					
	SUB-BID total					
C Dock	Type C Repairs --Total Bulkhead, Edge Dock & Partial Pile Replacement					
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66%Replacement)	33/each				
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66% Replacement)	33/each				
3	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	300/LF				
4	4-foot wide Finger Pier (3 Total) - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc.	540/SF				


CITY OF FAIRHOPE TABULATION and Recommendation
BID 005-21 Fairhope Docks Bulkhead Repairs-- FEMA 4563
BID OPENED: April 19, 2021, 10:00 a.m.

sent to 301 and viewed by 112			no response	no response	no response	no response
ITEM	DESCRIPTION	QTY /unit	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate	Unit Price/estimate
5	New Edge Dock Servicing Slips - (300 L.F. - 5 Feet Wide) PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	1500/SF				
	Project subtotal					
	Mobilization/Demobilization					
	SUB-BID total					
TOTAL BID AMOUNT						
	A Dock					
	B Dock					
	C Dock					

Recommendation: No responses were received, recommend re bid.


 Signature
Richard D Johnson, Public Works Director

4/20/21
 Date


 Signature
Delores A Brandt, Purchasing Manager

4/20/21
 Date

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 Treasury Department Restructuring and Reclassification as follows:

- 1) Reclassify City Accountant from Grade (25S) to Staff Accountant (Grade 24S); and will report to the Senior Accountant; and
- 2) That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Delete the Assistant Finance Director position; and the Job Description and Grade of Pay for same.

ADOPTED THIS 26TH DAY OF APRIL, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Kimberly Creech
Sent: Tuesday, April 20, 2021 3:04 PM
To: Lisa A. Hanks, MMC
Subject: Treasury Department
Attachments: Organizational chart 3.01.2021 without names.docx

In efforts to clean up the organizational chart and job titles and pay grade, remove Assistant Finance Director position and change City Accountant grade 25S to Staff Accountant Grade 24S. See attached organizational chart. The Staff Accountant job description is being prepared by Auburn.

Thanks,

Kim Creech

City Treasurer

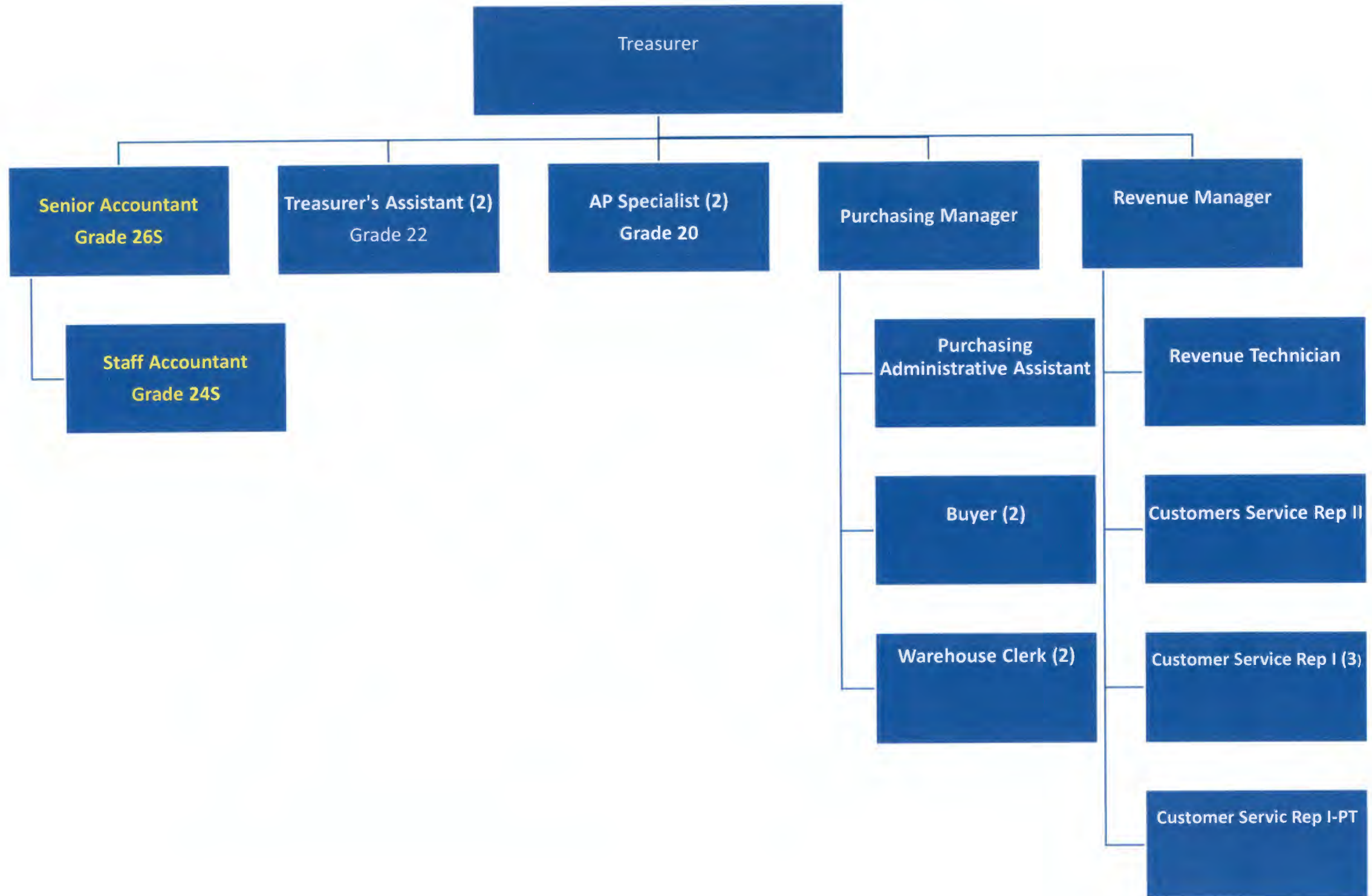
City of Fairhope

P O Drawer 429

Fairhope, AL 36533

Email: Kim.creech@fairhopeal.gov





RESOLUTION NO. _____

WHEREAS, the City of Fairhope is a member of the Eastern Shore Metropolitan Planning Organization (MPO), and

WHEREAS, the MPO was formed in 2012 to assist with transportation planning in the defined urbanized area in Baldwin County which includes the City of Spanish Fort, the City of Fairhope, the City of Daphne, the Town of Loxley, and the unincorporated areas of Baldwin County; and

WHEREAS, the MPO receives federal funding to plan and implement road and bridge projects, public transit, bicycles and pedestrians, freight, and other modes of transportation to accommodate the area's growth; and

WHEREAS, the U.S. Census Bureau has proposed changes to the Urban Area Designation Criteria for 2020 Census; and

WHEREAS, the following proposed changes could potentially impact the Eastern Shore MPO:

- Housing unit density equal to 1,000 persons/square mile threshold,
- Qualify urban areas based on a minimum threshold of 4,000 housing units or 10,000 persons instead of a minimum threshold of 2,500 persons,
- Maximum distances of jumps,
- No longer distinguishing between types of urban areas,
- No longer include the low density hop or jump "corridor" in the urban area,
- No longer include low-density territory located within indentations formed during the urban area delineation process, and

WHEREAS, the proposed changes listed above raise serious concerns with significantly reducing or possibly eliminating the Eastern Shore as an urbanized area; now

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby strongly opposes the proposed Urban Area Designation Criteria and urges the U.S. Census Bureau to reject the proposal.

Adopted and Approved on the 26th day of April, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

HARBOR BOARD

NOMINEE (S)

4 -Year Term

APPOINTMENTS

Robert Barry filling unexpired term of Bob Riggs

The term shall end October 2021

REAPPOINTMENTS

PARKING AUTHORITY

NOMINEE (S)

3 -Year Term

APPOINTMENTS_____.

REAPPOINTMENTS_____.

Beth Fugard
Ginger Milligan
Randy Williams

The term shall end March 2024

PERSONNEL BOARD

NOMINEE (S)

5-Year Term

APPOINTMENTS _____.

REAPPOINTMENTS _____.

Diane Thomas

The term shall end December 2026