

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

WEDNESDAY, 22 DECEMBER 2021 - 2:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 13 December 2021 Regular City Council Meeting, and minutes of 13 December 2021 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of Hilltop Fairhope, LLC to Planned Unit Development (PUD) concurrent with annexation. The property generally located on the west side of Section Street on Petiole Drive and north of Petiole Drive, Fairhope, Alabama. PPIN Number: 40591 and all Parcels included in Slide 0002746-D. (Introduced at the December 13, 2021 City Council Meeting)
6. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to zone the property of Del Corte to B-2, General Business District concurrent with annexation. The property generally located at the northeast corner of State Highway 181 and State Highway 104, Fairhope, Alabama. PPIN Number: 388078. (Introduced at the December 13, 2021 City Council Meeting)
7. **Final Adoption** – An Ordinance amending Ordinance No. 1510 and Ordinance No. 1635 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV. Wage and Salary Administration, 4.03 Employee Pay Rates; and Section V. Evaluation, Training and Development, 5.02 Employee Training; specifically, Certifications and Trainings. (Introduced at the December 13, 2021 City Council Meeting)
8. **Final Adoption** – An Ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV. Wage and Salary Administration, 4.12 Travel Policy. (Introduced at the December 13, 2021 City Council Meeting)
9. Resolution – That the City Council hereby authorizes and supports the submission of an FY22 RAA Annual Grant Application to ALDOT requesting \$249,994.00 to resurface two miles of County Road from Morphy Avenue to the southern City Limits within the City of Fairhope, Alabama.
10. Resolution – Authorizing the submission of a HMGP grant to AEMA requesting grant funds to purchase and install generators at critical facilities with a total estimated project cost of \$551,625.00 and the City of Fairhope is matching funds estimated at \$183,875.00.
11. Resolution – That the City of Fairhope has voted to procure Cloud Based Storage as Backup Solution for the IT Department; and the item is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,000.00.

12. Resolution – That the City of Fairhope approves the procurement of Boring and Installation of Fiber from the City Services and Public Utilities Building to the Pecan Building from AMS Utilities for \$18,600.00.
13. Resolution – That Mayor Sherry Sullivan to execute a contract with Emerson’s Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions) for \$12,792.57 not including shipping, insurance export and customs clearance charges.
14. Resolution – That the City of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmary Association d/b/a iHealthy Community until February 28, 2022; and to sign the necessary paperwork to terminate contract after the extension expires.
15. Resolution – That the City Council hereby approves the negotiated price for Bid No. 004-22 North Summit Street - Bank Stabilization and awards the bid to John G. Walton Construction Company for a not-to-exceed amount of \$760,602.02 with reimbursement available for this project in the amount of \$508,326.66 from NRCS EWP Funds.
16. Resolution – That the Fairhope City Council gratefully accepts the Deed of Gift for River Mill Park from the Fairhope Single Tax Corporation to the City of Fairhope; and authorizes the Mayor to sign any documents necessary to complete the transfer.
17. Public Participation – (3 minutes maximum)
18. Adjourn

Next Regular Meeting – Monday, January 10, 2022 - 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, 13 December 2021.

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

Council President Conyers announced that Agenda Item Number 38 regarding soccer was pulled from the agenda.

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Matt McCollum, Pastor of Trinity Presbyterian Church, and the Pledge of Allegiance was recited.

Councilmember Robinson moved to approve minutes of the 22 November 2021, regular meeting; and minutes of the 22 November 2021, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and introduced Electric Superintendent Jade Fleming and Assistant City Clerk Jenny Wilson. She mentioned the new shuttle service for the Central Business District that will run Monday through Friday from 10:00 a.m. to 2:00 p.m.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Wendy Monday, 251 N. Ingleside, addressed the City Council regarding Agenda Item Number 41; and requested the City Council to put a 3-Way Stop Sign up until the bump outs are put in. She said 18,000 vehicles used Ingleside during the Traffic Study. Ms. Monday said there are places where there is no buffer between the street and the sidewalk.
- 2) Elizabeth Wilson addressed the City Council regarding Agenda Item Number 7: an ordinance declaring a moratorium of filing of subdivisions and multiple occupancy project applications outside the City Limit within the Planning Jurisdiction. She also mentioned the District 37 and District 8 elections; and said that she has collected over 450 signatures for District 37. She said Clarice Hall-Black was collecting signature for District 8. Ms. Wilson said she had to teach people about zoning; and wants moratorium in place now.

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- 3) Kendall Eringman, 21311 Rolling Oaks, addressed the City of Fairhope regarding Agenda Item Number 7: an ordinance declaring a moratorium of filing of subdivisions and multiple occupancy project applications outside the City Limit within the Planning Jurisdiction. Ms. Eringman said she supports the moratorium and it needs to be in place. She said this will give us a minute to breathe.

Councilmember Martin told everyone Merry Christmas and Happy New Year.

Councilmember Robinson thanked everyone who participated in the Christmas Parade; and the City Staff who made it possible and successful.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Burrell introduced in writing an ordinance to zone the property of Hilltop Fairhope, LLC to Planned Unit Development (PUD) concurrent with annexation. The property generally located on the west side of Section Street on Petiole Drive and north of Petiole Drive, Fairhope, Alabama. PPIN Number: 40591 and all Parcels included in Slide 0002746-D. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance. Councilmember Burrell questioned what the property is zoned now; and Mr. Simmons replied it is unzoned. Councilmember Martin commented if the 10 items do not get done; the property reverts back to residential.

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

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 22, 2021 City Council meeting.

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 zone the property of Del Corte to B-2, General Business District concurrent with annexation. The property generally located at the northeast corner of State Highway 181 and State Highway 104, Fairhope, Alabama. PPIN Number: 388078. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

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Planning Director Hunter Simmons briefly explained the proposed ordinance; and said this is the Publix on State Highways 181 and 104. He mentioned the right-of-way into Publix will be maintained by the City. Councilmember Burrell questioned right-of-way maintenance. Councilmember Martin questioned ingress and egress. Mr. Simmons said that ALDOT is addressing this issue. Councilmember Burrell questioned utilities other than electric. Mr. Simmons said we have water, sewer, and gas for that property. Councilmember Burrell asked if there was a downsize of annexation of property; and Mr. Simmons said he sees no negativity.

Council President Conyers opened the Public Hearing at 6:32 p.m.

1) Kendall Eringman requested for this ordinance to be tabled.

No one present opposed the proposed ordinance, the Public Hearing closed at 6:34 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 22, 2021 City Council meeting.

Councilmember Martin introduced in writing Ordinance No. 1735, an ordinance to Declare a Moratorium on the Filing of Subdivision and Multiple Occupancy Project Applications within the Outside of the City Limits within the Planning Jurisdiction with the change in Section 2. A. Informal Review or Pre-Application Conference pursuant to Article IV, Section B of the Fairhope Subdivision Regulations that occurred between December 1, 2019 and December 6, 2021. Council President Conyers said once adopted, building will continue that was already approved and in place. Planning Director Simmons explained the need for the moratorium and the jurisdiction issues. He said there is an exemption for minor subdivisions; and approved projects may continue with City Council approval.

Councilmember Burrell brought up minor subdivisions approved and subdivide several times; and asked how do we stop this? He said this is a great start but we need to stop re-subdividing; and stated he would support the moratorium. Mr. Simmons explained that a multiple occupancy project has multiple units on one piece of property.

Councilmember Martin said it is a great time to do this while we are working on the Comprehensive Land Use Plan. He said we can scale back to see where our plan will go forward.

Councilmember Robinson commented he echoed what Councilmembers Burrell and Martin said. He said this is a good start and a step in the right direction; and stated he would support this ordinance.

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Councilmember Boone said the ordinance gives the City a chance to step back and take a breath; and a chance to review.

Council President Conyers said there is a strain on our Planning Department and Utilities. He said this is the second time to put a moratorium in the last five years. He commented we want growth, but need to slow growth. Council President Conyers asked if there was a need for immediate consideration. Councilmember Burrell said to stop the avalanche of applications.

Mayor Sullivan said the challenge is on our Planning Department and personnel. She said we are reactionary now not proactive in planning; and we have over \$23 million dollars for upgrades in our budget. Mayor Sullivan said the Utility Plan needs to come with the Subdivision Plan. She said we do not need to tax our system constantly; and need to come up with a plan for the future.

In order to take immediate action, Councilmember Burrell moved for immediate consideration. Seconded by Councilmember Martin, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None. Councilmember Burrell then moved for final adoption of Ordinance No. 1735. Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None. Councilmember Robinson said we need to get this done and not wait six months.

Councilmember Robinson introduced in writing an ordinance to amend Ordinance No. 1510 and Ordinance No. 1635 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV. Wage and Salary Administration, 4.03 Employee Pay Rates; and Section V. Evaluation, Training and Development, 5.02 Employee Training; specifically, Certifications and Trainings. Due to lack of a motion for immediate consideration, this ordinance will layover until the December 22, 2021 City Council meeting.

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance by amending Section IV. Wage and Salary Administration, 4.12 Travel Policy. Due to lack of a motion for immediate consideration, this ordinance will layover until the December 22, 2021 City Council meeting.

Councilmember Robinson moved to approve the 2022 Regular City Council Meetings. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope supports passage of legislation in the United States Congress to designate Alabama's Underwater Forest as part of the National Marine Sanctuary System. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4297-21

**A RESOLUTION IN SUPPORT OF DESIGNATING
ALABAMA'S UNDERWATER FOREST AS PART OF
THE NATIONAL MARINE SANCTUARY SYSTEM**

WHEREAS, The Underwater Forest is an area of fossilized cypress trees submerged 60 feet underwater off the coast of Alabama. These trees date back to over 60,000 years ago, and were buried by sediment underwater until 2004, when Hurricane Ivan uncovered it.

WHEREAS, This location is a prime candidate to be designated as part of the National Marine Sanctuary System because it provides a unique marine habitat that supports a wide range of biodiversity, similar to that of coral reefs. In addition,

- The Underwater Forest off of Alabama's coast is just as valuable (or more) than the 16 other national marine sanctuaries that are currently designated; and
- This effort is non-partisan, has broad support, and reinforces Alabama's growing eco-tourism industry which supports both our economy and environment; and,
- While being placed in the sanctuary system will protect the area from adverse impacts, safeguards would be in place to continue allowing research, fishing, diving, and other recreational and commercial activities.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the **City of Fairhope** supports passage of legislation in the United States Congress to designate Alabama's Underwater Forest as part of the National Marine Sanctuary System.

Adopted on this 22nd day of November, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

Councilmember Robinson 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 J & M Displays for Professional Consultant for the Design and Production of the Fireworks Displays for FY2022 (New Year's Celebration) for the Community Affairs Department (RFQ No. PS002-22) with a not-to-exceed amount of \$10,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4298-21

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 J & M Displays for Professional Consultant for the Design and Production of the Fireworks Displays for FY2022 (New Year's Celebration) for the Community Affairs Department (RFQ No. PS002-22) with a not-to-exceed amount of \$10,000.00.

DULY ADOPTED THIS 13TH DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
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 Mayor Sherry Sullivan is hereby authorized to execute a Contract with Music Garden for the band known as "Blackberry Breeze" for the New Year's Eve Downtown Celebration (Friday, December 31, 2021) with a cost not to exceed \$7,500.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4299-21

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 Music Garden for the band known as “Blackberry Breeze” for the New Year’s Eve Downtown Celebration (Friday, December 31, 2021) with a cost not to exceed \$7,500.00.

DULY ADOPTED THIS 13TH DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Service Agreement with Motorola Solution for Astro Essential Service Renewal which includes a one-year extended warranty for 105 APX radios with a cost of \$7,535.40. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4300-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Service Agreement with Motorola Solution for Astro Essential Service Renewal which includes a one-year extended warranty for 105 APX radios with a cost of \$7,535.40.

DULY ADOPTED THIS 13TH DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to East Bay Electric for Distribution and 46KV Line Additions and Improvements for the Electric Department with total bid proposal of \$936,343.50 (Bid Number 038-21). Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4301-21

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

[1] That the City of Fairhope did request, receive, and open bids for Distribution and 46KV Line Additions and Improvements for the Electric Department (Bid 038-21).

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

Please see attached Bid Tabulation for
Distribution and 46KV Line Additions and Improvements
for the Electric Department

[3] After evaluating the bid proposals with the required bid specifications, East Bay Electric with total bid proposal of \$936,343.50, is now awarded the bid for Distribution and 46KV Line Additions and Improvements for the Electric Department.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

BID TABULATION - CONTRACTOR

LOCATION: City of Fairhope
Fairhope, Alabama

BID OPENING DATE: October 27, 2021 at 1:00 P.M.
PROJECT: 2021 Distribution and 46 KV Line
Additions and Improvements

BIDDER	SURETY	BID LABOR (REMOVAL)	BID LABOR (INSTALL)	TOTAL BID	Addend. No. 1	Addend. No. 2	Addend. No. 3	Addend. No. 4	COMMENTS
1. Chain Electric Company Hattiesburg, MS									NO BID
2. East Bay Electric Robertsdale, AL	Old Republic Surety Co.	\$223,811.00	\$712,532.50	\$936,343.50	✓	✓	✓	✓	
3. Lee Electrical Construction Aberdeen, NC	Federal Insurance Co.	\$2,057,263.50	\$8,097,282.25	\$8,154,555.75	✓	✓	✓	X	
4. Petty Line Constr. Co. Clanton, AL									NO BID
5. PowerGrid Services Hartselle, AL	Travelers Casualty & Surety Co.	\$189,910.08	\$1,148,127.08	\$1,338,037.16	✓	✓	✓	✓	
6. Service Electric Chattanooga, TN									NO BID
7. Southern Electric Corp. Flowood, MS									NO BID
8. Taylor Electric Utility Madison, AL									NO BID

I hereby certify that the above is a true and correct tabulation of bids received on October 27, 2021 for City of Fairhope 2021 Distribution and 46 KV Line Additions and Improvements.

BY  STEWART ENGINEERING, INC.

13 December 2021

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to One2One Communications, LLC d/b/a OneSource for the Utility Departments with total bid proposal of \$53,000.00 (Bid Number 002-22). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4302-21

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

[1] That the City of Fairhope did request, receive, and open bids for Offsite Printing and Mailing of Billing Statements for the Utility Departments (Bid 002-22).

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

Please see attached Bid Tabulation for
Offsite Printing and Mailing of Billing Statements
for the Utility Departments

[3] After evaluating the bid proposals with the required bid specifications, One2One Communications, LLC d/b/s OneSource with total bid proposal of \$53,000.00, is now awarded the bid for Offsite Printing and Mailing of Billing Statements for the Utility Departments.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

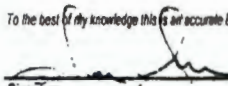
13 December 2021

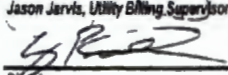
CITY OF FAIRHOPE Bid-Tab
 Bid 002-22 Offsite Printing and Mailing of Billing Statements
 Opened November 12, 2021 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Addenda 1	Vendor Compliance (Y/N)	Line 1 Each Mailing	Option 1 B.W 1-sided	Option 2 B.W 2-sided	Option 3 Color 1-sided	Option 4 Color 2-sided
Data Prose, LLC.	Y	Y	Y	Y	\$0.087	\$0.03	\$0.06	\$0.035	0.07
InfoSend, Inc.	Y	Y	Y	Y	\$0.108	\$0.06	\$0.06	\$0.075	\$0.075
Cathedral Corporation	Y	N	Y	N	\$0.122	\$0.03	\$0.045	\$0.04	\$0.055
OneSource	Y	Y	Y	Y	\$0.08	\$0.025	\$0.030	\$0.035	\$0.040
SPC Information Outsource	Y	Y	Y	Y	\$0.145	\$0.060	\$0.055	\$0.060	\$0.065
Dove Mailing	Y	N	Y	N	\$0.159	\$0.022	\$0.029	\$0.034	\$0.052
Sebis Direct Document Management	Y	N	N	N	\$0.105	\$0.53	Sebis did not acknowledge the Addenda and did not complete the correct Bid Response.		

Recommendation: One2One Communications, LLC., dba OneSource

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


 Signature
 Jason Jarvis, Utility Billing Supervisor


 Signature
 Cory Pierce, Purchasing Manager

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid to Blade Construction, LLC for Fels Avenue and Pier Avenue Drainage Improvement Project for the Public Works Department with total bid proposal of \$67,226.00 (Bid Number 003-22). Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4303-21

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

[1] That the City of Fairhope did request, receive, and open bids for Fels Avenue and Pier Avenue Drainage Improvement Project for the Public Works Department (Bid 003-22).

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

Blade Construction, LLC \$67,226.00

[3] After evaluating the bid proposals with the required bid specifications, Blade Construction, LLC with total bid proposal of \$67,226.00, is now awarded the bid for Fels Avenue and Pier Avenue Drainage Improvement Project for the Public Works Department.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.
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 Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 004-22 - North Summit Street – NRCS EWP Project for the Public Works Department (only one Bid was received); and authorizes the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4304-21

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

[1] That the City of Fairhope did request, receive, and open bids for North Summit Street – Big Mouth Gully at the Wastewater Treatment Plant – NRCS EWP Project for the Public Works Department (Bid Number 004-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for North Summit Street – Big Mouth Gully at the Wastewater Treatment Plant – NRCS EWP Project for the Public Works Department (Bid No. 004-22); and authorize the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 23rd day of August, 2021

Jimmy Conyers,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that City of Fairhope has voted to procure Restoration Services for Flood Damage at the Roy C. White Fire Station (Fire Station #2); and awards the project to Seale Quality Construction and Renovations in the amount of \$30,686.64. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Councilmember Burrell mentioned that an insurance claim has been sent to our insurance provider.

13 December 2021

RESOLUTION NO. 4305-21

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

[1] That the City of Fairhope did request and solicit quotes for Restoration Services for Flood Damage at the Roy C. White Fire Station (Fire Station #2).

[2] After evaluating the Quotes with the required specifications, Seale Quality Construction and Renovations is now awarded the procurement of Restoration Services for Flood Damage at the Roy C. White Fire Station (Fire Station #2) with a total cost of \$30,686.64.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 purchase a 2022 Ford F250 Super Cab 4x4 Pickup Truck or Equivalent for the Gas Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid estimated cost of \$31,741.00 (equivalent not to exceed budgeted amount of \$48,000.00). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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13 December 202

RESOLUTION NO. 4306-21

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

[1] That the City of Fairhope has voted to purchase a 2022 F250 Super Cab 4x4 Pickup Truck or Equivalent for the Gas Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191

2022 Ford F250 Super Cab **Cost is \$31,741.00**
or Equivalent not to exceed budgeted amount of \$48,000.00

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 purchase Three 2021 Ford Police Interceptor AWD Utility or Equivalent for the Police Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid estimated cost of \$133,252.50 (equivalent not to exceed budgeted amount of \$186,405.00). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4307-21

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 Three 2021 Ford Police Interceptor AWD Utility or Equivalent for the Police Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Bid Number: T191L

Three 2021 Ford Police Interceptor AWD Utility **Cost is \$133,252.50**
or Equivalent not to exceed budgeted amount of \$186,405.00

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 Two John Deere 1550 TerrainCut Commercial Front Mowers and Rear Discharge Decks for the Public Works Department (Street); and the equipment is available for direct procurement through the Sourcewell Grounds Maintenance Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$49,750.36. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4308-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure Two John Deere 1550 TerrainCut Commercial Front Mowers and Rear Discharge Decks for the Public Works Department (Street); and the equipment is available for direct procurement through the Sourcewell Grounds Maintenance Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$49,750.36.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., 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 Tomcat VR Rider Sweeper Model No. 349-TC for the Purchasing Warehouse; and the equipment is available for direct procurement through the Alabama State Department of Purchasing Contract No. T-700; and therefore, does not have to be let out for bid. The total estimated amount is \$15,610.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4309-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure a Tomcat VR Rider Sweeper Model No. 349-TC for the Purchasing Warehouse; and the equipment is available for direct procurement through the Alabama State Department of Purchasing Contract No. T-700; and therefore, does not have to be let out for bid. The total estimated amount is \$15,610.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

Councilmember Boone 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 Freightliner M2 with 4 Yard Mixer or Equivalent for the Public Works Department (Street); and the equipment is available for direct procurement through the Sourcewell contract with National Auto Fleet which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$139,831.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4310-21

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 Freightliner M2 with 4 Yard Mixer or Equivalent for the Public Works Department (Street); and the equipment is available for direct procurement through the Sourcewell contract with National Auto Fleet which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$139,831.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 Caterpillar Model C4.4 Diesel Generator with Mounted Equipment for the Fairhope Volunteer Fire Department at Fire Station 1; 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 estimated cost is \$35,424.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4311-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure a Caterpillar Model C4.4 Diesel Generator with Mounted Equipment for the Fairhope Volunteer Fire Department at Fire Station 1; 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 estimated cost is \$35,424.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 Backup Server with Mountable Rack with a three year extended service agreement for the IT Department; and the equipment is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$23,283.06. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4312-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure a Backup Server with Mountable Rack with a three year extended service agreement for the IT Department; and the equipment is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$23,283.06.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

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 the Renewal of Microsoft 365 E3 and Microsoft Exchange Online Advanced Threat Protection Annual Licensing for the IT Department; and the type of maintenance renewal needed is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$70,035.90. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4313-21

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 the Renewal of Microsoft 365 E3 and Microsoft Exchange Online Advanced Threat Protection Annual Licensing for the IT Department; and the type of maintenance renewal needed is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$70,035.90.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 Dispatch Recorder/Media Works Server Upgrade for the Police Department; and the type of equipment needed is available for direct procurement through the General Services Administration ("GSA") Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$19,925.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4314-21

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 Dispatch Recorder/Media Works Server Upgrade for the Police Department; and the type of equipment needed is available for direct procurement through the General Services Administration (“GSA”) Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$19,925.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure VTScada 25K Dual Redundant Server License with Commissioning, Setup, Support, and Training for the Electric Department, from Deep South Automation, LLC as Sole Source Distributor for Trihedral, Inc; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$49,295.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

*

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13 December 2021

RESOLUTION NO. 4315-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure VTScada 25K Dual Redundant Server License with Commissioning, Setup, Support, and Training for the Electric Department, from Deep South Automation, LLC as Sole Source Distributor for Trihedral, Inc; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$49,295.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., 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 Fitness Equipment for the Recreation 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 \$41,722.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4316-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure Fitness Equipment for the Recreation 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 \$41,722.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

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 Sixteen (16) HyPower PowerPort Marine Pedestals for Fairhope Docks, from HyPower, a division of HydroHoist Marine Group, Inc., who is the Sole Source Manufacturer and only direct source for this type of pedestal; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The estimated cost will be \$22,177.63. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4317-21

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 Sixteen (16) HyPower PowerPort Marine Pedestals for Fairhope Docks, from HyPower, a division of HydroHoist Marine Group, Inc., who is the Sole Source Manufacturer and only direct source for this type of pedestal; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The estimated cost will be \$22,177.63.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure LED Lighting Package for New Baseball Fields for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$539,000.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4318-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure LED Lighting Package for New Baseball Fields for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$539,000.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., 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 LED Lighting Package for the High School Softball Fields for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$96,400.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell said these are City fields and used by the High School.

RESOLUTION NO. 4319-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure LED Lighting Package for the High School Softball Fields for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$96,400.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

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 LED Lighting Package for the Pickleball Courts for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$28,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4320-21

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 LED Lighting Package for the Pickleball Courts for the Recreation Department; and the equipment is available for direct procurement through the Sourcewell Sports Lighting Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$28,000.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
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 One Tora Dingo TX1000 Wide Track Compact Utility Loader with Dingo Bucket for the Public Works Department (Street); 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 \$34,095.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

13 December 2021

RESOLUTION NO. 4321-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows: That the City of Fairhope has voted to procure One Tora Dingo TX1000 Wide Track Compact Utility Loader with Dingo Bucket for the Public Works Department (Street); and the equipment is available for direct procurement through the Sourcwell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$34,095.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., 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 hereby approves the Public Works Project for the New Baseball Fields at Volanta Park for In-House Labor, Equipment, and Materials: Irrigation Materials (\$8,960.00), Sand and Dirt Materials (\$4,900.00), Sod (\$46,000.00), Poles and Netting (\$15,000.00); and Equipment (\$25,000.00) with an estimated cost of \$99,860.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4322-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby approves the Public Works Project for the New Baseball Fields at Volanta Park for In-House Labor, Equipment, and Materials: Irrigation Materials (\$8,960.00), Sand and Dirt Materials (\$4,900.00), Sod (\$46,000.00), Poles and Netting (\$15,000.00); and Equipment (\$25,000.00) with an estimated cost of \$99,860.00.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr., Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 December 2021

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to execute the Master Easement Agreement between Portico Fairhope, LLC, Portico Fairhope II, LLC, the City of Fairhope, the Fairhope Single Tax Corporation, and Chris Haley which will terminate the Right-Of-Entry & Permanent Drainage Easement No. 1; Amend and Restate Existing Easement Agreements; and Establish New Portico II Easements. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4323-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute the Master Easement Agreement between Portico Fairhope, LLC, Portico Fairhope II, LLC, the City of Fairhope, the Fairhope Single Tax Corporation, and Chris Haley which will terminate the Right-Of-Entry & Permanent Drainage Easement No. 1; Amend and Restate Existing Easement Agreements; and Establish New Portico II Easements.

Adopted on this 13th day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson moved to appoint Lisa Atchley to the Recreation Board to fill the unexpired term for Michelle Smith which will expire September 2022. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Burrell moved to appoint Joe Kelley and to reappoint Carrie McLemore and Robin Coleman to the Fairhope Public Schools Commission for a three year which will expire December 2024. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

13 December 2021

Councilmember Burrell moved to approve the recommendations from the Street and Traffic Committee for Ingleside Avenue between Central and Edwards; Mershon Street between Morphy and Nichols; and the Intersection of Summit and Nichols. The motion was seconded by Councilmember Martin. Councilmember Burrell said the Committee looked at data extensively; and commented a Stop Sign is the last resort for slowing traffic. He stated we decided to try something different for these areas; i.e., beautification ideas for slowing traffic. Councilmember Robinson said he was not comfortable at this time to add a three-way stop. He said we have Committees to discuss and bring back their recommendations. Councilmember Martin said he did not have a problem seeing a stop sign put up. After further discussion, motion passed unanimously by voice vote.

Councilmember Burrell requested this be put on the next Streets and Traffic Control Committee agenda to revisit.

Councilmember Burrell moved to adjourn the meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 7:42 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

Monday, 13 December 2021

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Mr. Johnson said they looked at each request and made geometrics work. Councilmember Burrell commented speed bumps were not needed; and the bump out for bullet #2 would be on City property. He said it would be small and visually appealing.

- Electric Superintendent Jade Fleming addressed the City Council regarding the Morphy Substation and the AMEA Project. Mr. Fleming explained Agenda Items No. 15 and No. 29; and answered any questions if needed. Assistant Electric Superintendent Jeremy Morgan explained in detail Agenda Item No. 29; and answered any questions if needed. Mayor Sullivan said once implemented, she wants an “Outage Center.”
- Water and Sewer Superintendent Jason Langley addressed the City Council regarding the VTScada and said it is more complexed; and we can do this inhouse. He commented he gets an e-mail on every issue; and we have checks and balances. Mr. Langley told the City Council about all of the water outages and the reason for same. He commented we need a second boring crew; and needs to use funds from the pickup not purchased. Mr. Langley said he wants to repurpose a 2016 freightliner to a dump body (approximately \$22,000.00).
- Special Projects and Grant Manager Jessica Walker addressed the City Council regarding the Church Street Project; and said it will be completed and paved for the New Year’s Eve Celebration.
- Community Affairs Director Paige Crawford addressed the City Council regarding the new Shuttle on the streets today. She said we are test driving for a few weeks. Mayor Sullivan said we are working out logistics with a part-timer helping to test. Ms. Crawford explained Agenda Items No. 12 and No. 13; and answered any questions if needed.
- IT Director Jeff Montgomery addressed the City Council regarding Agenda Items No. 14, No. 26, No. 27, and No. 28; and answered any questions if needed.
- Police Chief Stephanie Hollinghead addressed the City Council regarding Agenda Items No. 19, No. 21, and No. 25; and answered any questions if needed.
- Fire Chief Chris Ellis addressed the City Council regarding fire calls last month, four firefighters receiving certifications; and four firefighters passing the test to be Certified Volunteer Firefighters.
- Assistant Gas Superintendent Jeremy Little addressed the City Council regarding the County Road 13 and County Road 32 Project; and announced the City of Fairhope’s Gas Department is the 152nd largest Gas Company in the United States. He explained Agenda Item No. 20; and answered any questions if needed.
- Human Resources Manager Traveis Cunningham addressed the City Council regarding Agenda Items No. 8 and No. 9; and answered any questions if needed.

Monday, 13 December 2021

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- Planning Director Hunter Simmons addressed the City Council regarding the CAPZO Training and the two Public Hearing items; and answered any questions if needed.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Items No. 16 and No. 23; and to answer any questions.

Council President Conyers said Agenda Item No. 38 has been pulled from the Agenda.

The Agenda Meeting was held during the Work Session under Department Head Updates.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:37 p.m.

James Reid Conyers, Jr.
Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Hilltop Fairhope, LLC, generally located on the west side of Section Street on Petiole Drive and north of Petiole Drive, Fairhope, Alabama.

Hill Top Subdivision Phase One and Two

PPIN # 40591 and all parcels included in Slide 0002746-D

Legal Description: (Case number ZC 21.14)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°-04'-39" WEST ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 979.00 FEET; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 40.00 FEET TO A 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE OF SECTION STREET (AKA COUNTY HIGHWAY NO. 3)(80' R/W), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 621.70 FEET TO A CAPPED REBAR (CA0092LS); THENCE RUN NORTH 00°-02'-30" EAST A DISTANCE OF 328.94 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89°-19'-16" WEST A DISTANCE OF 457.81 FEET TO A CAPPED REBAR (HMR); THENCE RUN SOUTH 00°-16'-30" WEST A DISTANCE OF 457.43 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-53'-32" WEST A DISTANCE OF 201.05 FEET TO A CAPPED REBAR (WATTIER) ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE RUN SOUTH 00°-16'-36" WEST ALONG SAID WEST LINE A DISTANCE OF 645.05 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 89°-41'-54" EAST A DISTANCE OF 1,284.76 FEET TO A CAPPED REBAR (KOUNTZ) ON THE WEST RIGHT-OF-WAY LINE OF SAID SECTION STREET; THENCE RUN NORTH 00°-03'-43" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 787.02 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 25.88 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:

Overall Development:

Lots: There shall be 37 lots total.

Ordinance No. _____

Page -3-

Building Height: Maximum building height shall not exceed two stories.

Lot Size: 49,258 SF.

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 and approved this 22nd day of December, 2021.

By: _____
James Reid Conyers, Jr.,
Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 22nd day of December, 2021.

By: _____
Sherry Sullivan, Mayor



CITY OF FAIRHOPE
P.O. DRAWER 429
FAIRHOPE, AL 36533
251/928-2136

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as PUD
Concurrent with Annexation. (Zoning Request)

Is this property colony property Yes No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

[Signature]
Signature of Petitioner

Jason Tickle
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: Hill Top Phase I & II

Petitioner's Current Physical Address:
23389 Main Street
Montrose, Alabama 36532

Petitioner's Current Mailing Address:
23389 Main Street
Montrose, Alabama 36532

Telephone Number(s): 251-278-5533
Home Work

County Tax Parcel Number: See list

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 25.88 ac
- If property is occupied, give number of housing units 13 lots sold, some under construction
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use _____
- If property is being developed as a subdivision, give subdivision name
Hill Top Phase I & II
- Number of lots within proposed subdivision 37

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



Given under my Hand and Seal this 27th day of September, 2021,

Leslie Vickers Know
Notary Public

My commission expires September 4, 2022

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

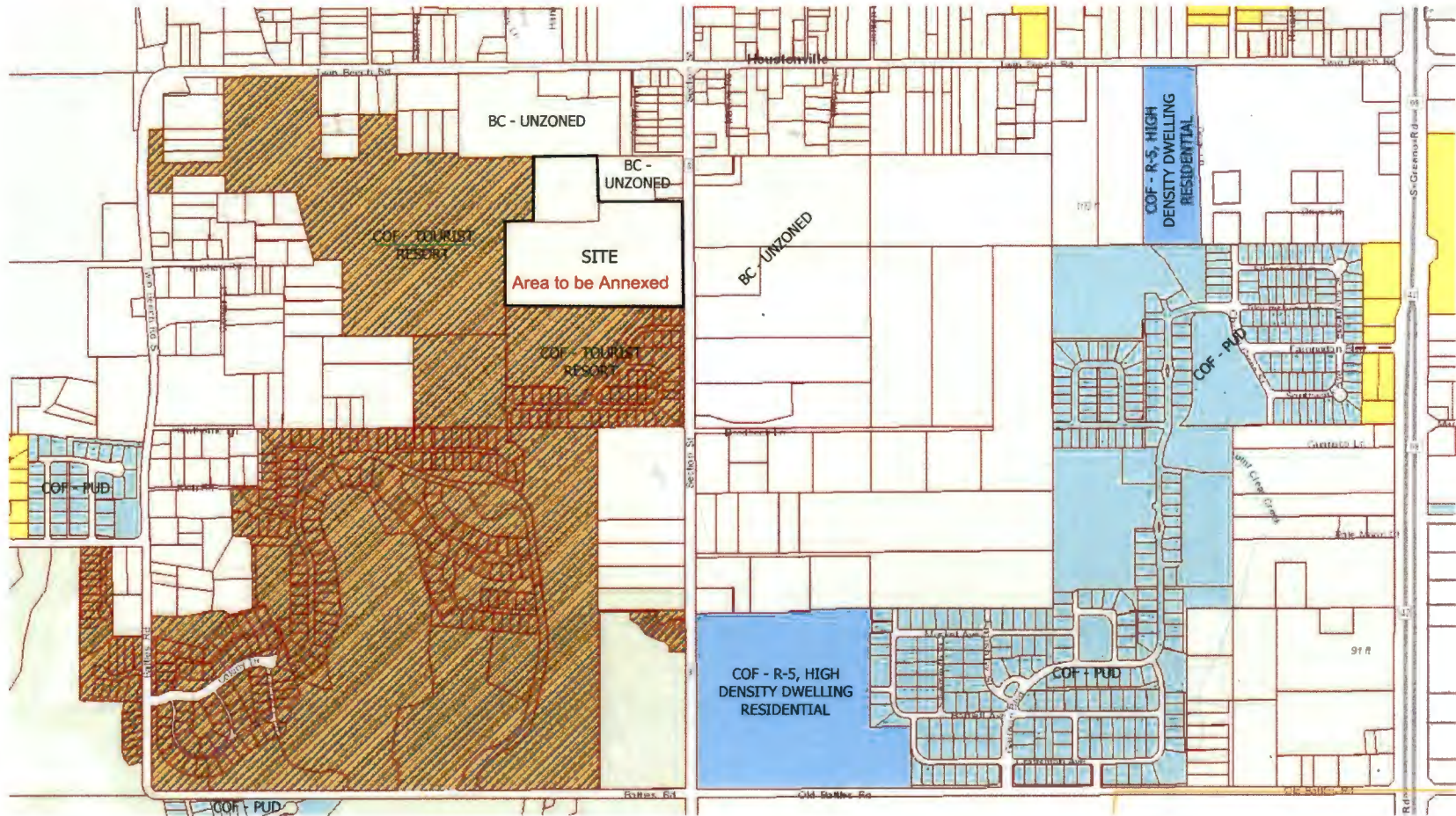
My commission expires _____

Exhibit A



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
208 Greeno Road N., Ste C Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
Phone: (251) 928-3443 Fax: (251) 928-3665
jadengineers.com

DATE: 9/24/2021



VICINITY MAP & UNDERLYING ZONING
HILL TOP SUBDIVISION
±25.88 AC
SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
S. SECTION STREET
FAIRHOPE, AL

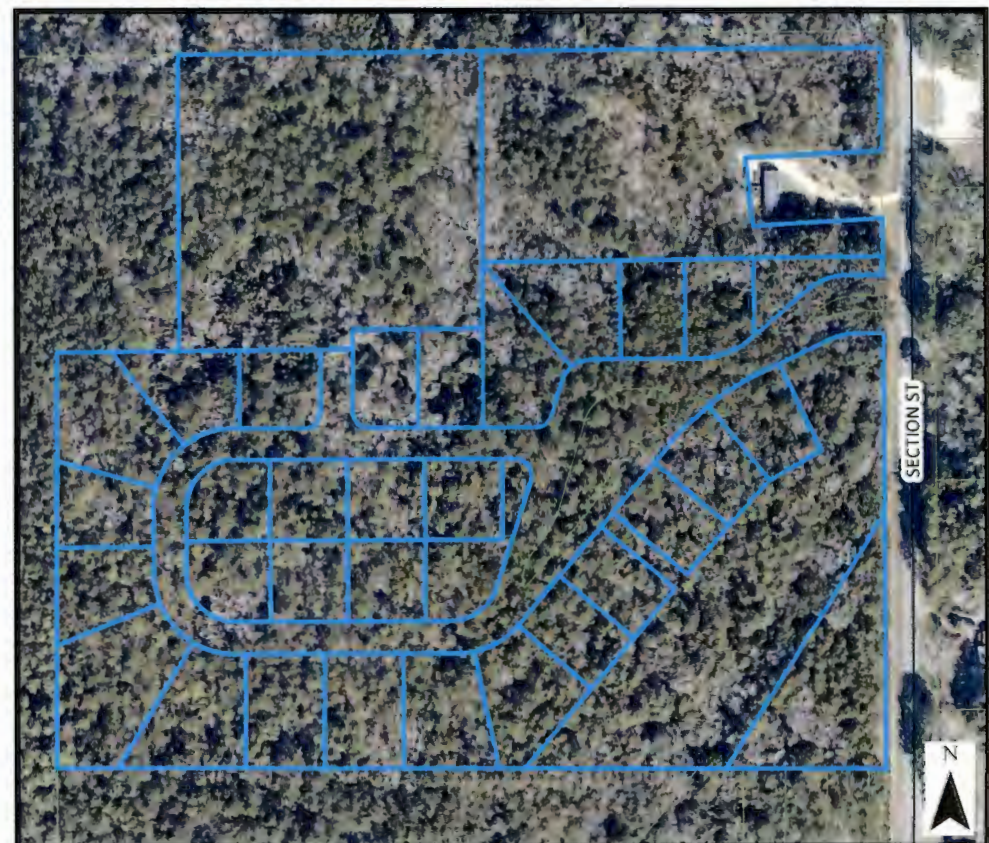
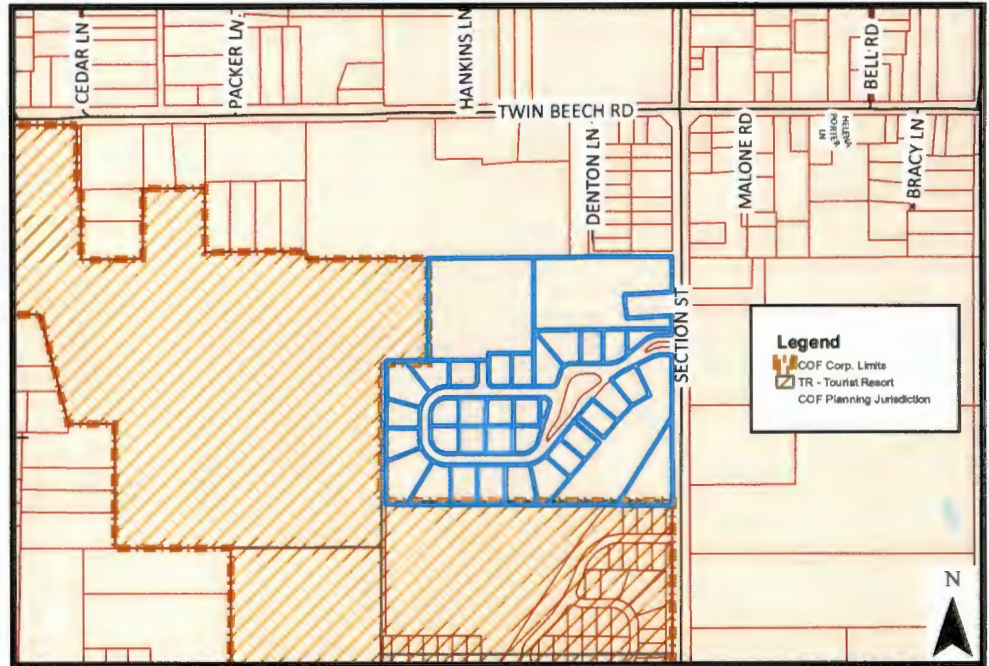
City of Fairhope City Council

December 13, 2021



Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 21.14

ZC 21.14 - Hill Top PUD



Project Name:	Hill Top Subdivision Phase I and II
Site Data:	25.88 acres
Project Type:	Zoning Change with Conditional Annexation
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	Unzoned to PUD (Planned Unit Development)
PPIN Number:	PH1 on Slide 2746-C; PH2 is PPIN 40591
General Location:	West side of Section Street on Petiole Drive and north of Petiole Drive
Surveyor of Record:	
Engineer of Record:	Trey Junright, Jade Engineering
Owner / Developer:	Hilltop Fairhope, LLC
School District:	Fairhope West Elementary School, Fairhope Middle and High Schools
Recommendation:	Approved w/ Conditions
Prepared by:	Hunter Simmons



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information			
Name:	<u>Hilltop Fairhope, LLC</u>	Phone Number:	<u>251-209-5533</u>
Street Address:	<u>23389 Main Street</u>		
City:	<u>Montrose</u>	State:	<u>AL</u> Zip: <u>36532</u>

Applicant / Agent Information			
If different from above. Notarized letter from property owner is required if an agent is used for representation.			
Name:	<u>Same</u>	Phone Number:	_____
Street Address:	_____		
City:	_____	State:	_____ Zip: _____

Current Zoning of Property:	<u>Unzoned Baldwin County, District 17</u>
Proposed Zoning/Use of the Property:	<u>PUD</u>
Property Address:	<u>Hill Top Phase I & II</u>
Parcel Number:	<u>See list</u>
Property Legal Description:	<u>See attached legal</u>
Reason for Zoning Change:	<u>See Introduction/Summary</u>

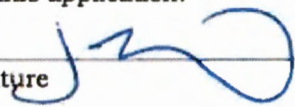
Property Map Attached	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Metes and Bounds Description Attached	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Character of Improvements to the Property and Approximate Construction Date:	_____
_____	_____

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.

Property Owner/Leaseholder-Printed Name
9/27/21
Date


Signature 
NA
Fairhope Single Tax Corp. (If Applicable)



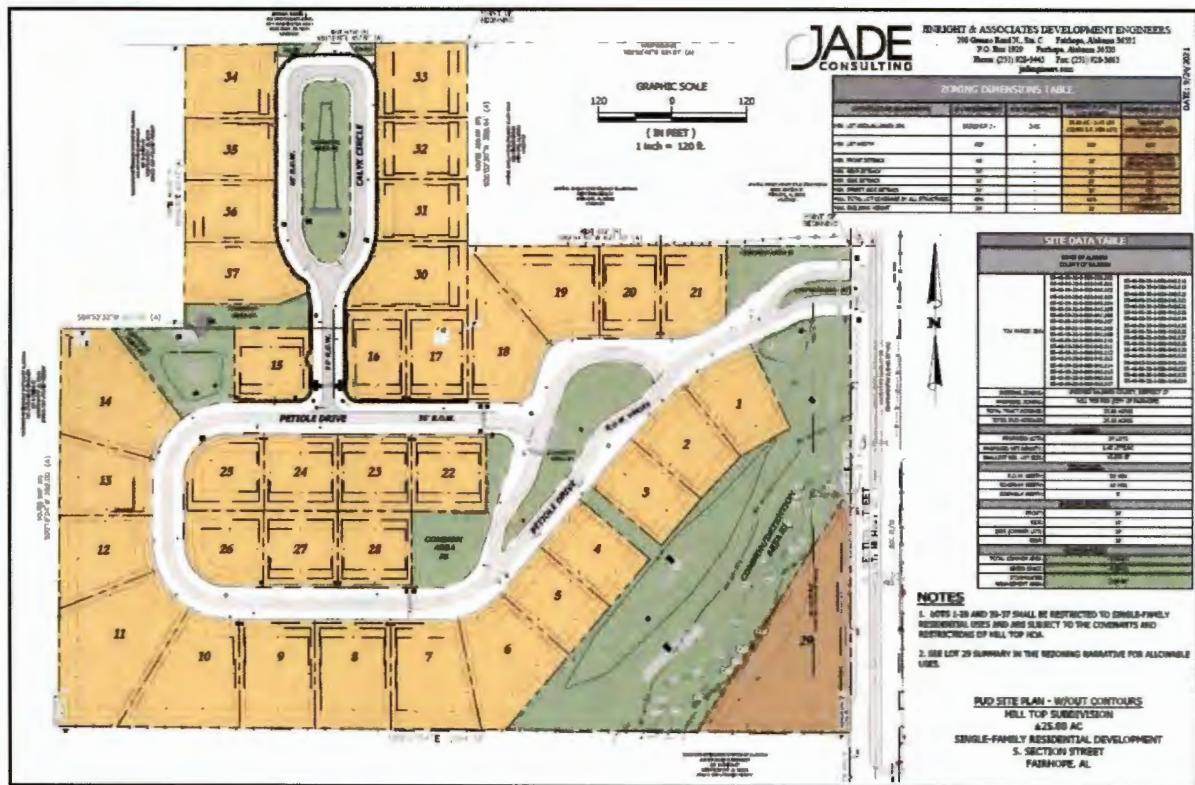
CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Zoning Change applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Jason Tickle, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Planning & Zoning Commission.


Signature of Applicant or Authorized Agent

9/27/21
Date of Application



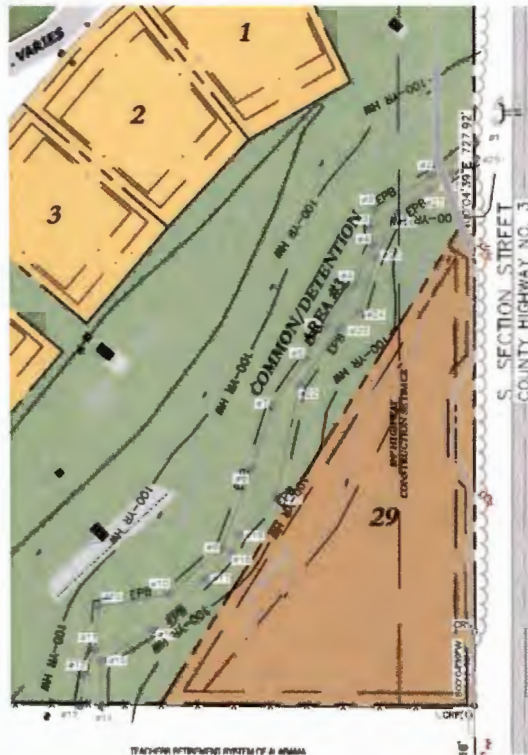
Summary of Request:

The applicant, Jason Tickle, on behalf of Hilltop Fairhope, LLC, is requesting to conditionally annex the subject property into the City of Fairhope with a zoning designation of Planned Unit Development (PUD). The property is approximately 25.88 acres and is located on the west side of Section Street on Petiole Drive.

Hill Top Subdivision - Phases One and Two were previously approved by the City of Fairhope Planning Commission. This request is to annex the existing subdivisions into the corporate limits of Fairhope, as is, without substantial change.

Lots 1-28 & 30-37 are single-family residential lots similar to Fairhope’s R-1 zoning district. Specific differences were provided by Trey Jinright, with Jade Engineering, within the chart below. Lot dimensions are illustrated on the Site Plan above.

MIN. LOT AREA/ALLOWED UPA	15,000 S.F. / -	3 AC	25.88 AC / 1.43 LPA (15,000 S.F. MIN LOT)
MIN. LOT WIDTH	100'	-	100'
MIN. FRONT SETBACK	40'	-	30'
MIN. REAR SETBACK	35'	-	30'
MIN. SIDE SETBACK	10'	-	10'
MIN. STREET SIDE SETBACK	20'	-	20'
MAX. TOTAL LOT COVERAGE BY ALL STRUCTURES	40%	-	48%
MAX. BUILDING HEIGHT	30'	-	30'



Lot 29, illustrated below, is located adjacent to S Section St. The requested use for Lot 29 is mixed, with specific details described in the language below included within the Master Development Plan for this proposed PUD.

Lot 29 Summary

Lot 29 will have its own access from South Section Street. Developer proposes a unique opportunity to create within a similar footprint, and in accordance with the Hilltop Building Standards, a Community House. Designed to foster connections and serve as common ground for the surrounding neighborhoods. Allowed uses within the Community House would include a café (potentially offering coffee, bakery goods, beer and wine, and limited food items), bed and breakfast suits, fitness, yoga, arts, crafts, small gallery, or professional office space. This development strategy allows the opportunity to create community green space and outdoor dining possibilities.

In design of the Lot 29 structures with the topography and shape of the lot, the second floor may be below the main floor. The structures on Lot 29 shall have a maximum structure height of two stories. Residential uses will be restricted to above or below the main floor. Main floor shall be designated as the floor at street level. Structures shall have a maximum building footprint of 3,600 square feet or a total 5,600 square feet (both floors). Café and market uses shall provide for no more than 65% of the total density. No other use shall provide for more than 50% of the total density.

Landscaping for Lot 29 shall meet the design requirements of the City of Fairhope based off the determined use. Additional planting buffers will be installed along adjacent property lines as buffers to preserve privacy.

In the event that this development strategy is determined not to be feasible Lot 29 would revert to the same designation as the remaining lots.

The narrative for Hill Top PUD, as provided by the applicant, is provided in full as an attachment.

Comments:

Both subdivisions were built outside Fairhope corporate limits, the rights-of-ways either were, or were planned, to be dedicated to Baldwin County for maintenance. Once annexed into the City of Fairhope, the applicant shall work with both Fairhope and Baldwin County to coordinate execution of acceptance of the rights-of-ways by Fairhope when timely and appropriate.

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

(1) Compliance with the Comprehensive Plan;

Response: At 1.43 Lots/Acre, the density does not conflict with the City’s Comprehensive Plan. The “Community House” idea on Lot 29 aligns with, in a broad sense, a ‘Village Concept’ which is a guiding principle of the current Comprehensive Plan.

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

Response: Staff does not find conflict.

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

Response: The character of the development, may be best exemplified by preservation of mature trees, is not in conflict with the character of the surrounding property.

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

Response: Infrastructure was reviewed and approved during the preliminary and final plats of the subdivision cases and met the standards of the appropriate agencies at the time of review.

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

Response: Infrastructure and development was designed with a sensitivity to natural resources.

(6) Compliance with other laws and regulations of the City;

Response: There is no development proposed at this time. At the time of any redevelopment, all applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: Most development activities are installed. Additional activities shall meet, all applicable laws will be applied.

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

Response: Staff does not anticipate any significant issues relating to this criterion.

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

Response: Staff does not anticipate any significant issues relating to this criterion.

Although originally approved and built as an un-zoned subdivision, Staff feels Hill Top represents a correct use of our Planned Unit Development Zoning District and recommends approval.

Recommendation:

Staff recommends **APPROVAL** for Case: ZC 21.14 rezoning to a PUD, Planned Unit Development with Conditional Annexation.

Application For:

Petition to Annexation and
PUD Rezoning Request

For

Hill Top Phase I & II

A Planned Unit Development

September 24, 2021

Applicant:

Hilltop Fairhope, LLC
23389 Main Street
Montrose, AL 36532

Prepared by:



• DEVELOPMENT ENGINEERS •

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

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 - 1. Petition for Annexation Application
 - 2. Zoning Application
 - 3. Property Legal Description
 - 4. Articles of Incorporation
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 - 1. Lots 6,7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19 & 20
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 - 2. Map
 - 3. 5160 Labels
- Appendix D 11 x 17:
 - 1. Recorded Hill Top PH 1 Plat
 - 2. Preliminary Plat Hill Top PH 2
 - 3. Vicinity Map & Underlying Zoning
 - 4. Conceptual Site Plan
 - 5. Conceptual Site Plan w/out Contours
 - 6. Conceptual Greenspace Plan

Project Team and Contact Information

<p>Developer/Owner:</p>	<p>Hilltop Fairhope, LLC 23389 Main Street Montrose, Alabama 36532 251-209-5533</p> <p>M. Jason Tickle pointclearfarm@gmail.com</p>
<p>Civil Engineer:</p> 	<p>JADE Consulting, LLC 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443</p> <p>Perry C. "Trey" Jinright III, P.E., LEED AP Lee Rambo, Designer tjinright@jadengineers.com rambo@jadengineers.com</p> <p>Sherry Ruth, Project Coordinator sruth@jadengineers.com</p>
<p>Surveyor:</p> 	<p>Wattier Surveying, Inc. 4321 Downtowner Loop North, Suite 201 Mobile, AL 36609 (251) 342-2640</p> <p>Mark A. Wattier, PLS wattiemark@gmail.com</p>
<p>Landscape Architect.</p> 	<p>WAS Design, Inc. 218 N. Alston St. Foley, Alabama 36535 (251) 948-7181</p> <p>Van Webb vwebb@was-design.com</p>

Tax Parcel ID

05-46-09-30-0-000-038.000(PH2)	05-46-09-30-0-000-040.012	05-46-09-30-0-000-040.024
05-46-09-30-0-000-040.001	05-46-09-30-0-000-040.013	05-46-09-30-0-000-040.025
05-46-09-30-0-000-040.002	05-46-09-30-0-000-040.014	05-46-09-30-0-000-040.026
05-46-09-30-0-000-040.003	05-46-09-30-0-000-040.015	05-46-09-30-0-000-040.027
05-46-09-30-0-000-040.004	05-46-09-30-0-000-040.016	05-46-09-30-0-000-040.028
05-46-09-30-0-000-040.005	05-46-09-30-0-000-040.017	05-46-09-30-0-000-040.029
05-46-09-30-0-000-040.006	05-46-09-30-0-000-040.018	05-46-09-30-0-000-040.030
05-46-09-30-0-000-040.007	05-46-09-30-0-000-040.019	05-46-09-30-0-000-040.031
05-46-09-30-0-000-040.008	05-46-09-30-0-000-040.020	05-46-09-30-0-000-040.032
05-46-09-30-0-000-040.009	05-46-09-30-0-000-040.021	05-46-09-30-0-000-040.033
05-46-09-30-0-000-040.010	05-46-09-30-0-000-040.022	05-46-09-30-0-000-040.034
05-46-09-30-0-000-040.011	05-46-09-30-0-000-040.023	

Introduction/Summary

This narrative is provided in support of the Hill Top Phase I & II PUD, a 36 each single-family lot and mixed use Lot 29 along with associated open space on 25.88 acres, pursuant to the City of Fairhope Land Use Ordinance. In support of this development, all of the following approvals are being sought.

The property for the proposed development is currently an unzoned property within Baldwin County, District 17. The developer is applying for a zoning change to PUD and annexation into the city that will allow for this 36 lot single-family and mixed use lot 29 master planned development with a gross density of 1.43 lots per acre

The parcel is located along the west side of South Section Street, with main entrance located 0.20 miles south of the Twin Beech Road and South Section Street intersection. Both the Hill Top PH 1 and Hill Top PH 2 subdivision designs were previously approved by the City of Fairhope Planning Commission, with Hill Top PH 1 having final plat recorded in October 2020. The property was developed to comply with the City's subdivision regulations that require a minimum lot size of 15,000 SF and a minimum lot width of 100 feet. Copies of the recorded PH 1 plat and approved PH 2 preliminary plat are enclosed in Appendix C.

Lot 29 Summary

Lot 29 will have its own access from South Section Street. Developer proposes a unique opportunity to create within a similar footprint, and in accordance with the Hilltop Building Standards, a Community House. Designed to foster connections and serve as common ground for the surrounding neighborhoods. Allowed uses within the Community House would include a café (potentially offering coffee, bakery goods, beer and wine, and limited food items), bed and breakfast suits, fitness, yoga, arts, crafts, small gallery, or professional office space. This development strategy allows the opportunity to create community green space and outdoor dining possibilities.

In design of the Lot 29 structures with the topography and shape of the lot, the second floor may be below the main floor. The structures on Lot 29 shall have a maximum structure height of two stories. Residential uses will be restricted to above or below the main floor. Main floor shall be designated as the floor at street level. Structures shall have a maximum building footprint of 3,600 square feet or a total 5,600

square feet (both floors). Café and market uses shall provide for no more than 65% of the total density. No other use shall provide for more than 50% of the total density.

Landscaping for Lot 29 shall meet the design requirements of the City of Fairhope based off the determined use. Additional planting buffers will be installed along adjacent property lines as buffers to preserve privacy.

In the event that this development strategy is determined not to be feasible Lot 29 would revert to the same designation as the remaining lots.

Existing Conditions and Property Background

The property requested for annexation and rezoning is mainly closed canopy pine woodlands prior to the subdivision development. There are drainage ditches which cross under South Section Street and flows across the SE corner of the property. Past aerial imagery shows that this property has been undeveloped wooded area since before 1997.

- Appendix A Petition for Annexation & Zoning Application
1. Petition for Annexation Application
 2. Zoning Application
 3. Property Legal Description
 4. Articles of Incorporation

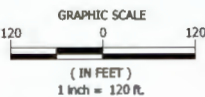
LEGAL DESCRIPTION
HILL TOP SUBDIVISION PHASE ONE AND PHASE TWO PERIMETER
SEPTEMBER 9, 2021

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°-04'-39" WEST ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 979.00 FEET; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 40.00 FEET TO A 1/2" REBAR ON THE WEST RIGHT-OF-WAY LINE OF SECTION STREET (AKA COUNTY HIGHWAY NO. 3)(80' R/W), SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE RUN SOUTH 89°-54'-50" WEST A DISTANCE OF 621.70 FEET TO A CAPPED REBAR (CA0092LS); THENCE RUN NORTH 00°-02'-30" EAST A DISTANCE OF 328.94 FEET TO A CAPPED REBAR (FAIRHOPE); THENCE RUN SOUTH 89°-19'-16" WEST A DISTANCE OF 457.81 FEET TO A CAPPED REBAR (HMR); THENCE RUN SOUTH 00°-16'-30" WEST A DISTANCE OF 457.43 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-53'-32" WEST A DISTANCE OF 201.05 FEET TO A CAPPED REBAR (WATTIER) ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30; THENCE RUN SOUTH 00°-16'-36" WEST ALONG SAID WEST LINE A DISTANCE OF 645.05 FEET TO A CRIMP TOP PIPE; THENCE RUN SOUTH 89°-41'-54" EAST A DISTANCE OF 1,284.76 FEET TO A CAPPED REBAR (KOUNTZ) ON THE WEST RIGHT-OF-WAY LINE OF SAID SECTION STREET; THENCE RUN NORTH 00°-03'-43" EAST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 787.02 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 25.88 ACRES, MORE OR LESS.



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
 208 Green Road N., Ste. C Fairhope, Alabama 36532
 P.O. Box 1729 Fairhope, Alabama 36533
 Phone: (251) 928-3443 Fax: (251) 928-3665
 jadeengineers.com

DATE: 9/24/2021

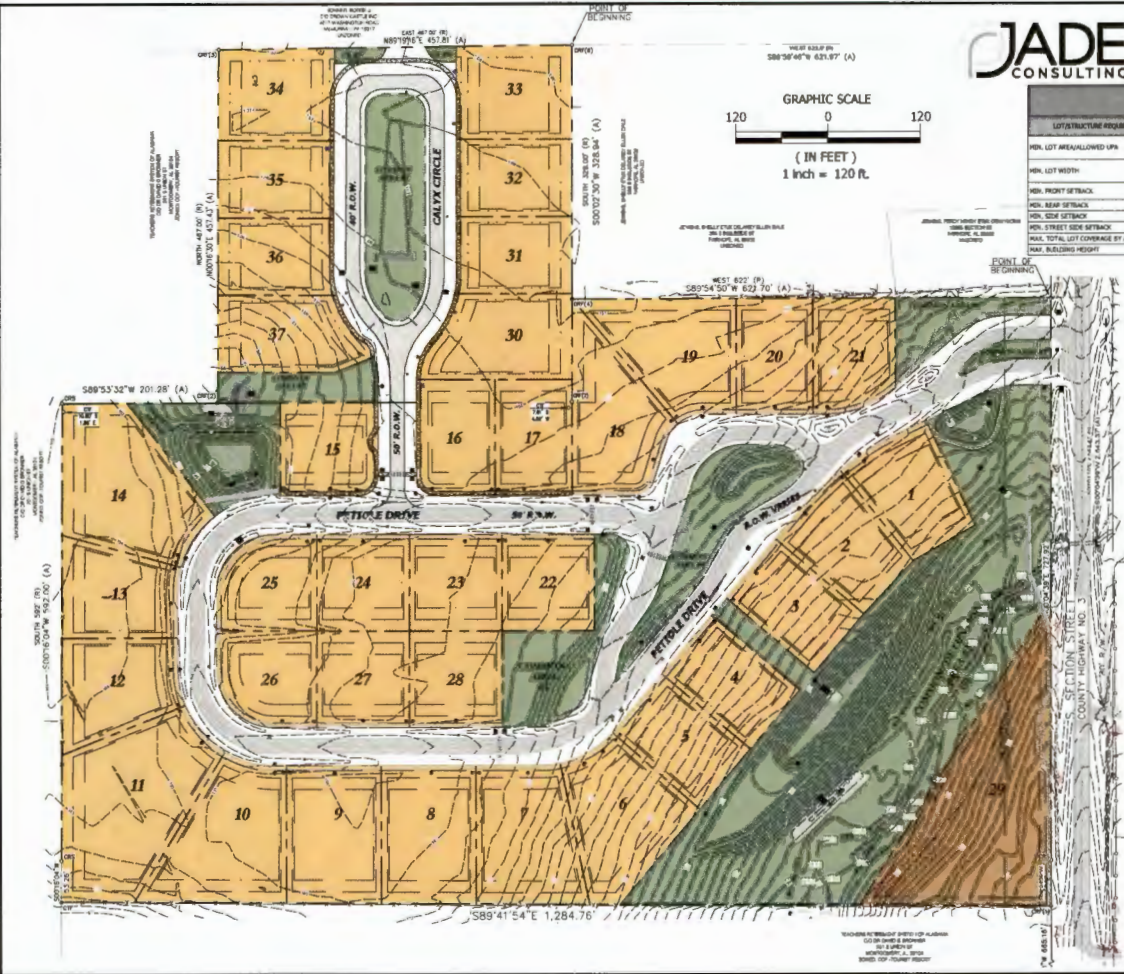


ZONING DIMENSIONS TABLE				
LOT/STRUCTURE REQUIREMENTS	STATE REQUIREMENTS	PLAN REQUIREMENTS	PROPOSED (ALL LOTS)	MINIMUM (ALL LOTS)
MIN. LOT AREA ALLOWED UPA	SEVEN (7) -	3 AC	15.00 AC / 1.43 UPA (SEE UPA FOR MIN. LOT)	MINIMUM (SEE UPA)
MIN. LOT WIDTH	100'	-	100'	100'
MIN. FRONT SETBACK	40'	-	50'	50'
MIN. REAR SETBACK	25'	-	20'	20'
MIN. SIDE SETBACK	10'	-	10'	10'
MIN. STREET SIDE SETBACK	20'	-	20'	20'
MAX. TOTAL LOT COVERAGE BY ALL STRUCTURES	40%	-	40%	40%
MAX. BUILDING HEIGHT	30'	-	30'	21' (MAX. 2)

SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF BALDWIN	
TAX PARCEL IDS	05-44-09-30-000-000-000 05-44-09-30-000-000-001 05-44-09-30-000-000-002 05-44-09-30-000-000-003 05-44-09-30-000-000-004 05-44-09-30-000-000-005 05-44-09-30-000-000-006 05-44-09-30-000-000-007 05-44-09-30-000-000-008 05-44-09-30-000-000-009 05-44-09-30-000-000-010 05-44-09-30-000-000-011 05-44-09-30-000-000-012 05-44-09-30-000-000-013 05-44-09-30-000-000-014 05-44-09-30-000-000-015 05-44-09-30-000-000-016 05-44-09-30-000-000-017 05-44-09-30-000-000-018 05-44-09-30-000-000-019 05-44-09-30-000-000-020 05-44-09-30-000-000-021 05-44-09-30-000-000-022 05-44-09-30-000-000-023 05-44-09-30-000-000-024 05-44-09-30-000-000-025 05-44-09-30-000-000-026 05-44-09-30-000-000-027 05-44-09-30-000-000-028 05-44-09-30-000-000-029 05-44-09-30-000-000-030 05-44-09-30-000-000-031 05-44-09-30-000-000-032 05-44-09-30-000-000-033 05-44-09-30-000-000-034 05-44-09-30-000-000-035 05-44-09-30-000-000-036 05-44-09-30-000-000-037 05-44-09-30-000-000-038 05-44-09-30-000-000-039 05-44-09-30-000-000-040 05-44-09-30-000-000-041 05-44-09-30-000-000-042 05-44-09-30-000-000-043 05-44-09-30-000-000-044 05-44-09-30-000-000-045 05-44-09-30-000-000-046 05-44-09-30-000-000-047 05-44-09-30-000-000-048 05-44-09-30-000-000-049 05-44-09-30-000-000-050 05-44-09-30-000-000-051 05-44-09-30-000-000-052 05-44-09-30-000-000-053 05-44-09-30-000-000-054 05-44-09-30-000-000-055 05-44-09-30-000-000-056 05-44-09-30-000-000-057 05-44-09-30-000-000-058 05-44-09-30-000-000-059 05-44-09-30-000-000-060 05-44-09-30-000-000-061 05-44-09-30-000-000-062 05-44-09-30-000-000-063 05-44-09-30-000-000-064 05-44-09-30-000-000-065 05-44-09-30-000-000-066 05-44-09-30-000-000-067 05-44-09-30-000-000-068 05-44-09-30-000-000-069 05-44-09-30-000-000-070 05-44-09-30-000-000-071 05-44-09-30-000-000-072 05-44-09-30-000-000-073 05-44-09-30-000-000-074 05-44-09-30-000-000-075 05-44-09-30-000-000-076 05-44-09-30-000-000-077 05-44-09-30-000-000-078 05-44-09-30-000-000-079 05-44-09-30-000-000-080 05-44-09-30-000-000-081 05-44-09-30-000-000-082 05-44-09-30-000-000-083 05-44-09-30-000-000-084 05-44-09-30-000-000-085 05-44-09-30-000-000-086 05-44-09-30-000-000-087 05-44-09-30-000-000-088 05-44-09-30-000-000-089 05-44-09-30-000-000-090 05-44-09-30-000-000-091 05-44-09-30-000-000-092 05-44-09-30-000-000-093 05-44-09-30-000-000-094 05-44-09-30-000-000-095 05-44-09-30-000-000-096 05-44-09-30-000-000-097 05-44-09-30-000-000-098 05-44-09-30-000-000-099 05-44-09-30-000-000-100
EXISTING ZONING	UNINCORPORATED BALDWIN COUNTY, DISTRICT 27
PROPOSED ZONING	HILL TOP (LOT 1 OF FAIRHOPE)
TOTAL TRACT AREA	15.00 ACRES
TOTAL PAD AREA	15.00 ACRES
PROPOSED LOTS	37 LOTS
PROPOSED NET DENSITY	1.43 LOTS/AC
SMALLEST NET LOT SIZE	15,000 SF
R.O.W. WIDTH	50 FEET
ROADWAY WIDTH	18 FEET
SIDEWALK WIDTH	5 FEET
FRONT SETBACK	50 FEET
REAR SETBACK	20 FEET
SIDE CORNER LOT SETBACK	10 FEET
MIN. LOT WIDTH	100 FEET
TOTAL COVERED AREA	2,250 AC
GREEN SPACE	1,430 AC
STORMWATER MANAGEMENT AREA	1.00 AC

- NOTES**
- LOTS 1-28 AND 30-37 SHALL BE RESTRICTED TO SINGLE-FAMILY RESIDENTIAL USES AND ARE SUBJECT TO THE COVENANTS AND RESTRICTIONS OF HILL TOP HOA.
 - SEE LOT 29 SUMMARY IN THE REZONING NARRATIVE FOR ALLOWABLE USES.

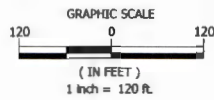
PUD SITE PLAN
HILL TOP SUBDIVISION
±25.88 AC
SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
S. SECTION STREET
FAIRHOPE, AL





JINRUGHT & ASSOCIATES DEVELOPMENT ENGINEERS
 208 Orasco Road N., Ste. C Fairhope, Alabama 36532
 P.O. Box 1929 Fairhope, Alabama 36533
 Phone: (251) 928-3443 Fax: (251) 928-3665
 jadeengineers.com

DATE: 9/24/2021

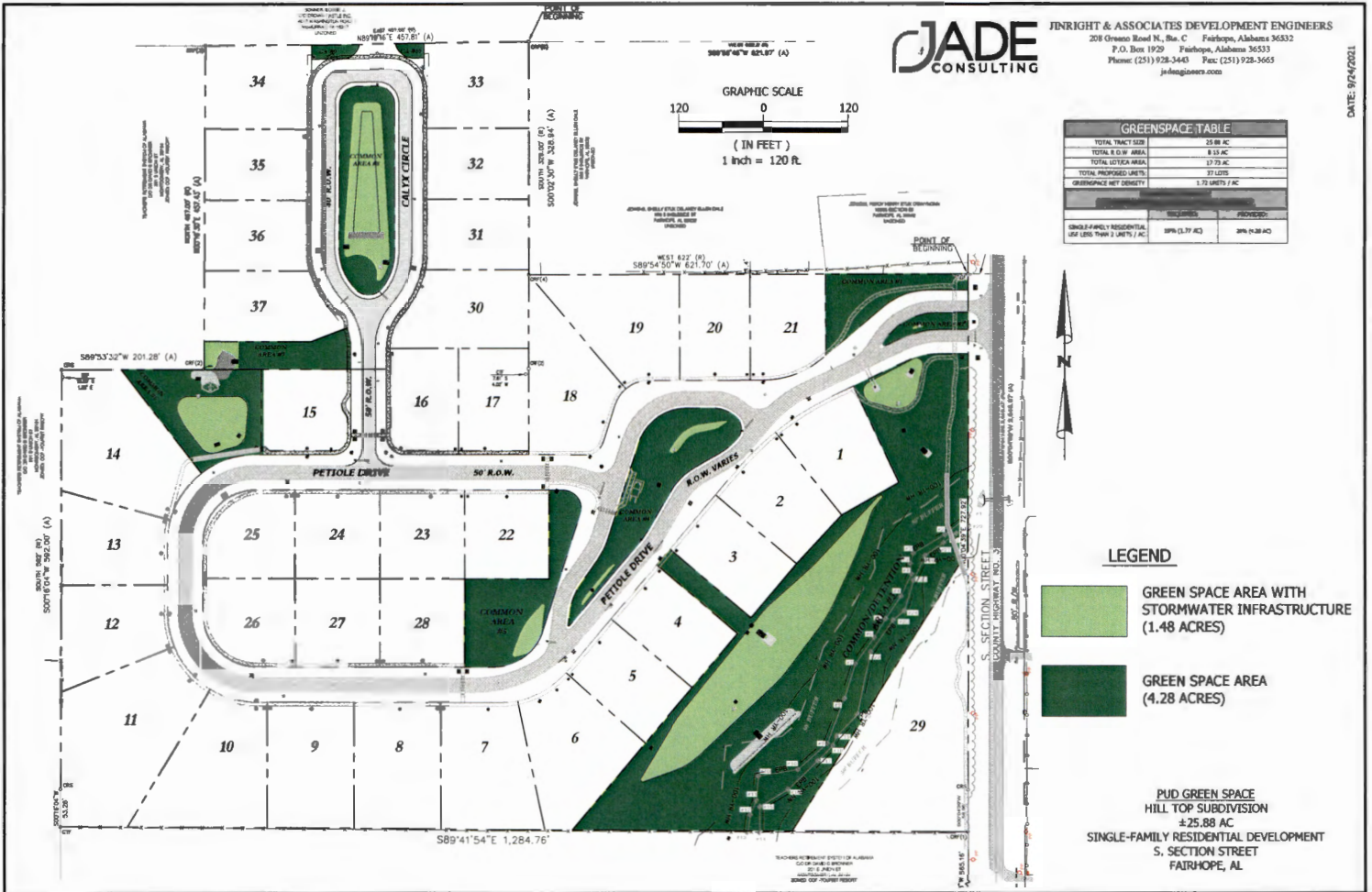


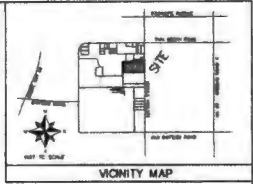
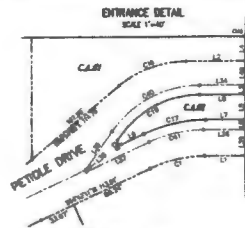
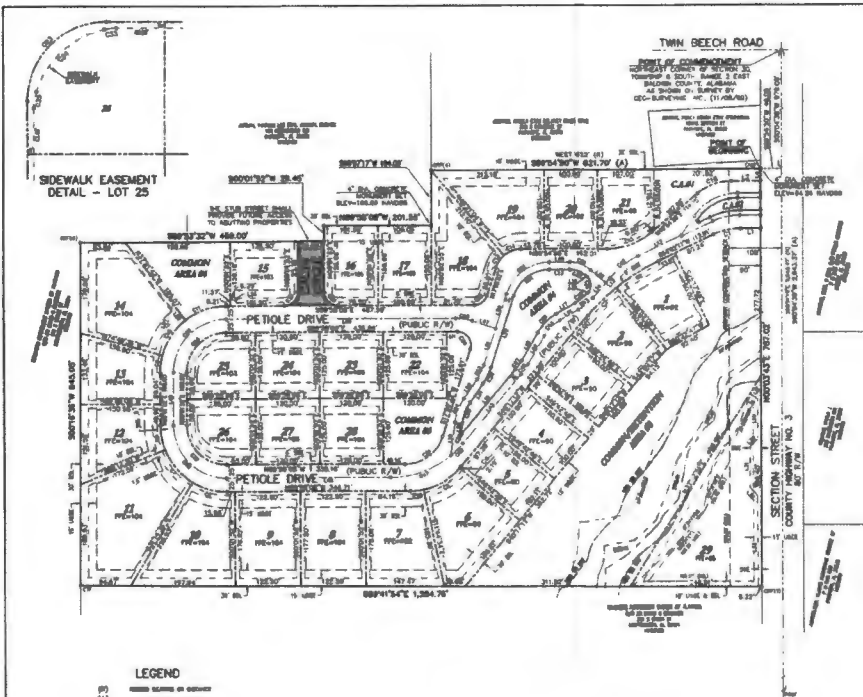
GREENSPACE TABLE		
TOTAL TRACT SIZE	25.88 AC	
TOTAL E.O.D. AREA	8.19 AC	
TOTAL LOTICA AREA	17.79 AC	
TOTAL PROPOSED LOTS	37 LOTS	
GREENSPACE NET DENSITY	0.72 LOTS / AC	
	REQUIRED	PROVIDED
SINGLE-FAMILY RESIDENTIAL USE LOTS 1 Unit / AC	39% (1.37 AC)	39% (1.38 AC)

LEGEND

- GREEN SPACE AREA WITH STORMWATER INFRASTRUCTURE (1.48 ACRES)
- GREEN SPACE AREA (4.28 ACRES)

PUD GREEN SPACE
 HILL TOP SUBDIVISION
 ±25.88 AC
 SINGLE-FAMILY RESIDENTIAL DEVELOPMENT
 S. SECTION STREET
 FAIRHOPE, AL





LINE DATA

LINE NO.	START POINT	END POINT	LENGTH	BEARING
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
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CURVE DATA

LINE NO.	START POINT	END POINT	LENGTH	BEARING	CHORD BEARING	CHORD LENGTH	PIVOT POINT	CHORD BEARING	CHORD LENGTH
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AREA DATA

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CERTIFICATION OF OWNERSHIP AND DEDICATION

THIS IS TO CERTIFY THAT THE HANCO DESIGN & DEVELOPMENT, LLC IS THE OWNER OF THE LAND SHOWN AND DESCRIBED HEREON, AND THAT THE SAME HAS BEEN LAID OUT AND LINED TO BE OPEN TO THE PUBLIC AS A PUBLIC HIGHWAY FOR THE USE AND PURPOSES HEREIN...

DATED THIS 30th DAY OF September, 2020

OWNER: HANCO DESIGN & DEVELOPMENT, LLC

CERTIFICATION BY NOTARY PUBLIC

STATE OF ALABAMA COUNTY OF BALDWIN I, [Notary Name], a Notary Public in and for the State and County of Baldwin...

SURVEYOR'S CERTIFICATE

I, [Surveyor Name], a Licensed Surveyor in the State of Alabama, hereby certify that I have surveyed the boundaries of the HANCO DESIGN & DEVELOPMENT LLC SHOWN IN BALDWIN COUNTY, ALABAMA AND DESCRIBED AS FOLLOWS...

AND BEING THE PLAN IN AND CONTAINED HEREON IS A TRUE AND CORRECT COPY HEREOF, THE ALABAMA INTO WHICH THE PROPERTY DESCRIBED IS TO BE LAIN, AND THE BOUNDARIES OF THE SURROUNDING LANDS AND THE BOUNDARIES OF THE PUBLIC HIGHWAY...

DATED THIS 30th DAY OF September, 2020

SURVEYOR: [Signature]

ENGINEER'S CERTIFICATE

I, [Engineer Name], a Registered Engineer in the State of Alabama, holding Certificate Number [Number], do hereby certify that the ENGINEER'S CERTIFICATE IS IN ACCORDANCE WITH APPLICABLE CODES AND LAWS AND WITH THE PRINCIPLES OF GOOD ENGINEERING PRACTICE...

DATE: [Date]

PLAT NUMBER: [Number]

PLAT OF SUBDIVISION: [Number]

DATE OF APPROVAL BY CITY, COUNTY AND STATE:

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE PLANNING COMMISSION

WE HEREBY PLAN OF THE CITY OF FAIRHOPE, ALABAMA, APPROVE THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

WE HEREBY PLAN OF THE COUNTY OF BALDWIN, ALABAMA, APPROVE THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY RIVERIA UTILITIES

WE HEREBY PLAN OF RIVERIA UTILITIES, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES WATER AND SEWER DEPARTMENT

WE HEREBY PLAN OF FAIRHOPE PUBLIC UTILITIES WATER AND SEWER DEPARTMENT, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY FAIRHOPE PUBLIC UTILITIES GAS DEPARTMENT

WE HEREBY PLAN OF FAIRHOPE PUBLIC UTILITIES GAS DEPARTMENT, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY AT&T

WE HEREBY PLAN OF AT&T, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY 911

WE HEREBY PLAN OF BALDWIN COUNTY 911, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY PLANNING DIRECTOR

WE HEREBY PLAN OF BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION FOR THE HANCO DESIGN & DEVELOPMENT, LLC'S APPLICATION...

FLOOD CERTIFICATE

THE PROPERTY DESCRIBED HEREON IS LOCATED IN THE FLOOD HAZARD SHADING AREA SHOWN ON THE FLOOD HAZARD SHADING MAP...

SITE DATA

Table with 2 columns: Description and Value. Includes items like LOT AREA, LOT WIDTH, LOT DEPTH, etc.

LOT UTILITY & DRAINAGE EASEMENTS

STATE OF ALABAMA

REQUIRED SETBACKS

Table with 2 columns: Description and Value. Includes items like FRONT SETBACK, SIDE SETBACK, etc.

UTILITIES

UTILITY: WATER, SEWER & GAS

UTILITY: ELECTRIC

UTILITY: TELEPHONE

UTILITY: AT&T

UTILITY: [Other Utility]

HILL TOP SUBDIVISION PHASE ONE PLAT OF SUBDIVISION

ENGINEER: [Name]

SURVEYOR: [Name]

DEVELOPER/OWNER: [Name]

SEPTEMBER 21, 2020 WATTS SURVEYING, INC. PROFESSIONAL LAND SURVEYORS

ORDINANCE NO. _____

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

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Del Corte generally located at the northwest corner of State Highway 181 and State Highway 104, Fairhope, Alabama.

Lot 2 of NW Corner Hwy 181-Hwy 104 Subdivision

PPIN # 388078

Legal Description: (Case number ZC 21.13)

LOT 2, NW CORNER HWY 181-HWY 104 SUBDIVISION, AS RECORDED ON SLIDE NO. 2725-E IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA.

A map of the property to be rezoned is attached as Exhibit A.

The property is hereby initially zoned B-2, General Business District, 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 and approved this 22nd day of December, 2021.

By: _____
James Reid Conyers, Jr.,
Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 22nd day of December, 2021.

By: _____
Sherry Sullivan, Mayor

U.S JUSTICE DEPARTMENT INFORMATION

Size of property (acres or square feet) 21.2 acres

If property is occupied, give number of housing units n/a

Number of Persons residing in each unit, and their race n/a

If property is unoccupied, give proposed use Commercial Shopping Center

If property is being developed as a subdivision, give subdivision name
n/a

Number of lots within proposed subdivision n/a

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

City of Fairhope City Council

December 13, 2021

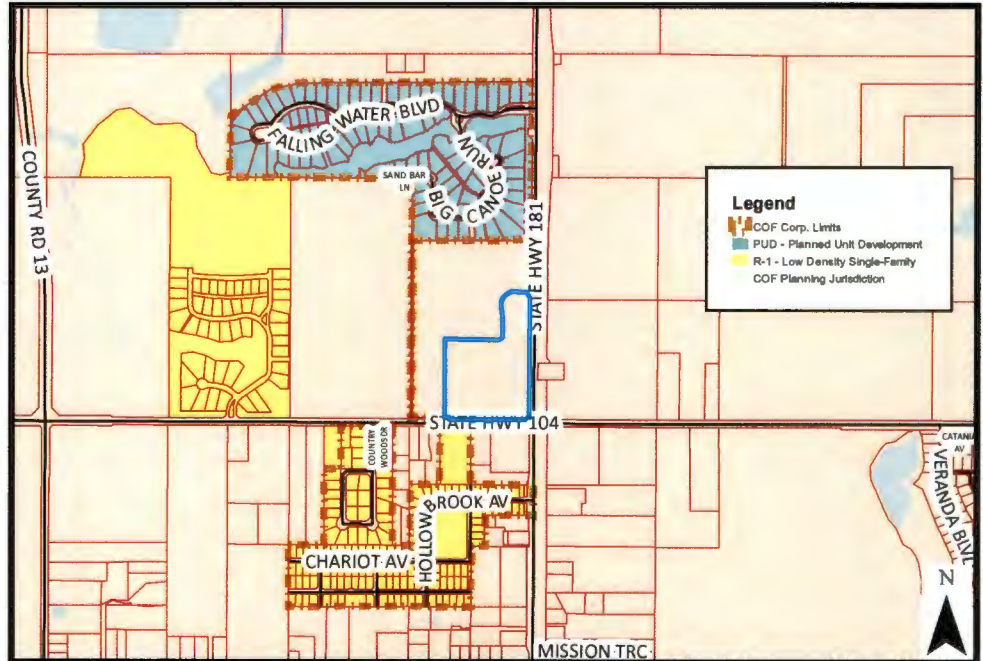


Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 21.13

ZC 21.13 - Planter's Pointe Shopping Center



Project Name:	Planter's Pointe Shopping Center
Site Data:	21.24 acres
Project Type:	Zoning Change with Conditional Annexation
Jurisdiction:	Fairhope Planning Jurisdiction
Zoning District:	Unzoned to B-2
PPIN Number:	388078
General Location:	Northwest corner of State Highway 181 and State Highway 104
Surveyor of Record:	
Engineer of Record:	Thompson Engineering
Owner / Developer:	Del Corte
School District:	Fairhope East Elementary School Fairhope Middle and High Schools
Recommendation:	Approved w/ Conditions
Prepared by:	Hunter Simmons



CITY OF FAIRHOPE

P.O. Box 429
Fairhope, AL 36533
(251) 928-8003



ZONING APPLICATION



ZONING CHAGE APPLICATION

Authority: The City of Fairhope is authorized under the Code of Alabama, 1975 to create, establish, and amend zoning districts throughout the corporate limits.

Public Notice: All zoning change applications are required by State Law to give notice in both the newspaper and to all real property owners with 300 feet of the proposed change. The cost of this notice is paid by the applicant. All notice charges are paid at the time of application submission.

Zoning change requests are a public hearing at both the Planning Commission and the City Council meetings. All interested persons will be given the opportunity to speak either pro or con for the proposal.

Planning Commission: The Planning Commission will conduct the required public hearing and has three (3) options: 1) recommend approval to the City Council; 2) recommend denial to the City Council; or 3) table the request for further study.

City Council: The City Council will conduct the required public hearing and consider the recommendation of the Planning Commission. The Council has four (4) options: 1) deny the request; 2) approve the request; 3) table the request for further study; or 4) return the request to the Planning Commission for re-consideration.

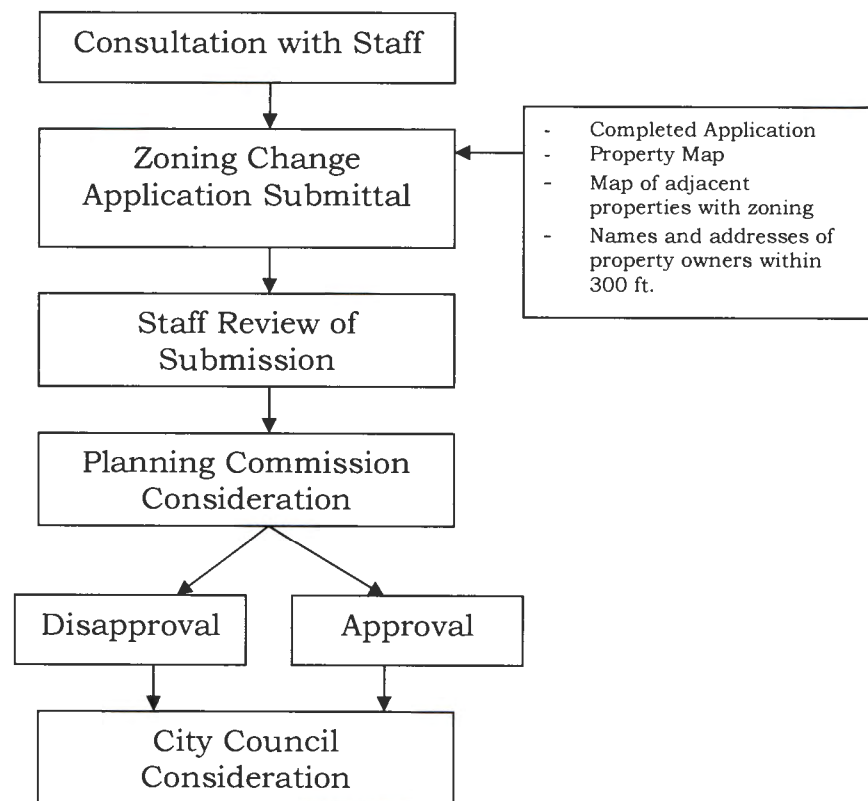
The City Council has final authority in determining if a zoning change request is approved.

Zoning Change Application Submission: The zoning change application must be complete. An application is not considered complete unless all required documents are provided at the time of submission. An incomplete application may not be accepted by staff.

Deadlines: The City of Fairhope wishes to expedite the zoning change process in the best and most effective manner possible. To that end, it is important that deadline times and dates are adhered to by the applicant.



ZONING CHANGE FLOW CHART





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Corte Cave/Mitchell 1, LLC Phone Number: 251-421-8147
 Street Address: 22353 State Highway 181
 City: Fairhope State: AL Zip: 36532

Applicant / Agent Information

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

Name: _____ Phone Number: _____
 Street Address: _____
 City: _____ State: _____ Zip: _____

Current Zoning of Property: Unzoned
 Proposed Zoning/Use of the Property: B-2, General Business District
 Property Address: 9867 State Highway 104
 Parcel Number: 05-46-02-03-0-000-004.168
 Property Legal Description: See Attached
 Reason for Zoning Change: Petition of Annexation


- 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: _____
See attached overall site plan

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.

Del Corte
 Property Owner/Leaseholder Printed Name


 Signature

September 7, 2021
 Date

 Fairhope Single Tax Corp. (If Applicable)



ORDINANCE NO. 1054

AN ORDINANCE AMENDING ORDINANCE NO. 557 KNOWN AS THE ZONING ORDINANCE TO REQUIRE THAT PUBLIC NOTICE SIGNS BE POSED ON PROPERTY BEING CONSIDERED FOR A ZONING CHANGE

- ❖ WHEREAS, The City of Fairhope, Alabama has recognized that the planning process is open to public participation and input, and
- ❖ WHEREAS, The City of Fairhope , Alabama realizes that planning decisions that impact the city should be publically known, and
- ❖ WHEREAS, The City of Fairhope, Alabama desires to maximize public knowledge and input into the planning process, and
- ❖ WHEREAS, The City of Fairhope, Alabama is dedicated to serve the citizens of the community by keeping them informed about potential change,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE ALABAMA, THAT:

1. The ordinance known as the Zoning Ordinance (No. 557) Section 8.61, amended by Ordinance 1025, is hereby amended to insert the following paragraph:

The applicant is also required to post on the property being considered for a zoning change a sign that gives public notice. This sign shall be posted adjacent to a publicly dedicated street. The sign shall be furnished by the City at the time of application. The sign shall be no later than 15 days before the Planning Commission meeting and shall remain posted until after final action by the City Council. The applicant shall remove the sign from the property and return it to the City within 2 days of final action by the City Council.

It is the sole responsibility of the applicant to post the sign in accordance with these regulations. Failure to post this sign may result in nullification of the zoning change decision and application.

2. Severability Clause

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

3. Effective Date

This ordinance shall be in full force upon its adoption and publication as provided by law.

Adopted this the 10th day of May 1999.

James P. Nix, Mayor

Geniece W. Johnson, City Clerk



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Zoning Change applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Corte Cave/Mitchell 1, LLC, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Planning & Zoning Commission.

Signature of Applicant or Authorized Agent

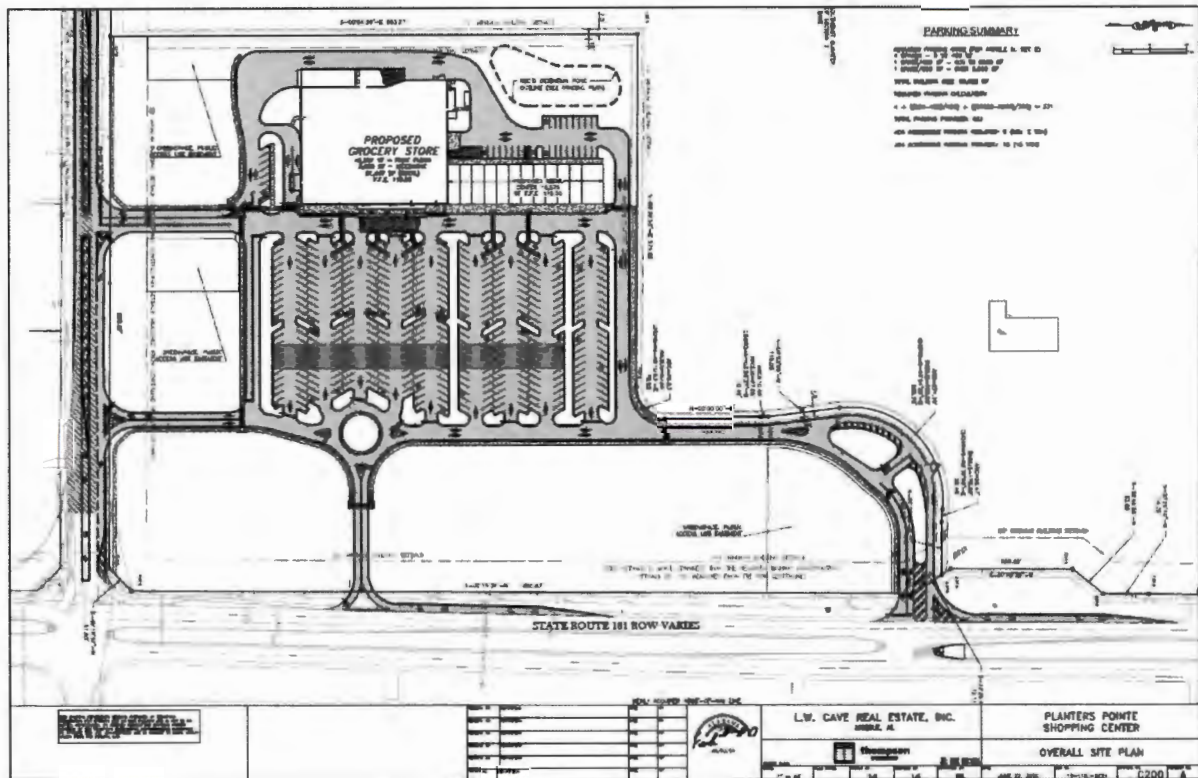
September 7, 2021

Date of Application

Summary of Request:

The applicant, Corte Cave/Mitchell 1, LLC, is requesting to conditionally annex the subject property into the City of Fairhope with a zoning designation of B-2, General Business District. The property is approximately 21.24 acres and is located the northwest corner of State Highway 181 and State Highway 104.

Case SD 20.34, a Multiple Occupancy Project (MOP), for Planter’s Pointe Shopping Center, was approved in November 2020. The MOP included approval for 15 units on one lot as illustrated on the Site Plan below. The 15 units included a grocery store, which we now know is Publix, along with an additional 14 units of attached commercial. The site work and construction of the shopping center are currently underway.



Comments:

This month we also have a concurrent case, SD 21.48, which is a preliminary plat subdivision case to subdivide the subject property into 9 lots. The applicant requests to conditionally annex the nine lots created by Case SD 21.48 with an initial zoning of B-2, General Business District. The subject property currently lies within unzoned Baldwin County Zoning District 14. The annexation map included as an attachment was provided with the application for annexation and illustrates the area requested for annexation.

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

Response: Fairhope Water, Gas, and Sewer is utilized within this development. Fairhope utilities are working with the Developer to make infrastructure improvements that will service not only this development, but nearby and future developments as well.

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

Response: Existing development activities were reviewed pursuant to MOP requirements of the City of Fairhope Subdivision Regulations. Future developments activities shall meet all applicable rules and regulations of the City of Fairhope.

(6) Compliance with other laws and regulations of the City;

Response: All applicable laws of the City will be applied.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response: Adjacent rights-of-ways are owned ALDOT; access to and within those ROW's shall be reviewed and approved by ALDOT. Drainage within the ROW's will also be reviewed and approved by ALDOT.

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

Response: Lands surrounding this site are owned by the applicant. A traffic study was provided with MOP and a revised TIS is provided with Case SD 21.48. Additional improvements are being constructed as required. ALDOT will review and approve the recommended requirements.

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

Response: Staff does not anticipate any significant issues relating to this criterion that were not addressed during reviews of the MOP and subdivision cases.

Recommendation:

Staff recommends **APPROVAL** for Case: ZC 21.13 rezoning to a PUD, Planned Unit Development with Conditional Annexation.

Table 3-1: Use table

Zoning District	R-A	R-1(a,b,c)	R-2	R-3 TH	R-3 P/GH	R-3	R-4	R-5	R-6	B-1	B-2	B-3a	B-3b	B-4	M-1	M-2	PUD	VRM	NVC	CVC	HTD
Dwelling																					
Single-family	●	●	●			●	●	●		●	●	●	●	●				●			●
Two-family						●	●	●		●	●	●	●	●				●			●
Townhouse				3			3	3		3	3			3				3	●	●	●
Patio Home					3													3			●
Multiple-family / Apartment						3	●					○	○					3	3	3	○
Manufactured Home									3												
Mixed-use										●	●	●	●	●					●	●	●
Accessory Dwelling										3	3	3	3	3				3	3	3	3
Estate										3	3	3	3	3				3	3	3	3
Civic																					
Elementary School		●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Secondary School		●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Education Facility		●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Library		●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Place of Worship																					
Cemetery	○	○	○			○	○	○		○	○	○	○		○	○			○	○	○
Hospital										○	○	○	○		○	○			○	○	○
Public Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Common Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●		●	●	●	●
Community Center or Club	○	○	○			○	○	○		○	○	○	○		○	○		○	○	○	○
Public Utility	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○		○	○	○	○
Office																					
General										●	●		●	●	●	●			●	●	●
Professional										●	●		●	●	●	●			●	●	●
Home Occupation	3	3	3	3	3	3	3	3	3	3	3	3	3	3				3	3	3	3
Retail																					
Grocery										●	●		●	●	●	●			●	●	●
Convenience Store										3	3		3	3	3	3			3	3	3
General Merchandise										●	●		●	●	●	●			●	●	○
Shopping Center																					
Automobile Service Station										○	○				○	○			3	3	
Outdoor Sales Limited										○	○	○	○	○	○	○			○	○	○
Outdoor Sales Lot										○	○	○	○	○	○	○			○	○	○
Garden Center										○	○	○	○	○	○	○			○	○	○
Service																					
Convalescent or Nursing Home	○	○	○			○	○	○		○	○	○		○	○	○			○	○	○
Clinic	○	○	○			○	○	○		○	○	○		○	○	○			○	○	○
Outdoor Recreation Facility	○	○	○			○	○	○		○	○	○	●	○	○	○			○	○	○
Day Care	○	○	○			○	○	○		○	○	○		○	○	○			○	○	○
General Personal Services										●	●			○	○	○			○	○	○
Mortuary or Funeral Home										●	●			○	○	○			○	○	○
Automobile Repair										●	●			○	○	○			○	○	○
Indoor Recreation										●	●		○		○	○			○	○	○
Dry Cleaner / Laundry										●	●			○	○	○			○	○	○
Personal Storage											○		3	3	○	○			○	○	○
Bed & Breakfast											○	●			○	○			○	○	○
Hotel / Motel											○	●			○	○			○	○	○
Boarding House or Dormitory											○	●			○	○			○	○	○
Recreational Vehicle Park											3		3		3	3					
Restaurant										○	○	○	○	○	○	○			○	○	○
Bar											○	○	○	○	○	○			○	○	○
Entertainment Venue											○	○	○	○	○	○			○	○	○
Marina											○	○	○			○			○	○	○
Kennel or Animal Hospital											○	○	○			○			○	○	○
Warehouse															●	●					
Junk Yard or Salvage Yard															○	○					
Manufacturing																					
Limited											○			○	○	○			○	○	○
Light															○	○					
General															○	○					
Food Processing															○	○					
Rural																					
Agriculture	●																				
Rural Market	●																				
Plant Nursery	●																				

● Permitted subject to general ordinance standards and conditions.
 3 Permitted subject to special conditions listed in the ordinance
 ○ Permitted only on appeal and subject to special conditions

Uses in the PUD District shall be specified based on a development plan according to the standards and procedures of this ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510 AND
ORDINANCE NO. 1635 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

4.03. Employee Pay Rates

Employees shall be paid a salary or wage rate within the pay range of the job classification based upon the City's *Compensation and Job Classification Plan*. Generally, new employees will start employment at the minimum rate in the pay range for the job classification.

- **Commercial Driver's License.** If an employee obtains a commercial driver's license ("CDL") at the request or with the permission of the employee's Department Head to facilitate current job performance or to qualify the employee for a job that requires a CDL, the employee will receive a one dollar (\$1.00) per hour pay increase.
- **Certifications and Trainings.** Any employee will receive a pay increase of fifty cent (.50¢) to one dollar (\$1.00), per certification (a maximum of two certifications within any one fiscal year, and a maximum of ten certifications total) for any certification deemed beneficial to his/her job and approved by his/her Department Head and the Mayor. Any certification and/or training paid for by the City will result in a contract with the employee for a month of service for each \$100.00 spent by the City on classes, certification fees, training, etc.
- **Effective Date.** If an employee obtains a CDL or a certification as described above *before* June 1 of any fiscal year, the pay increase shall be effective upon approval by the Department Head and notification of payroll. The pay increase for a CDL/certification obtained *after* June 1 will be effective on October 1 (*i.e.*, the first day of the next fiscal year).

Pay increases are based on satisfactory job performance, including attendance and disciplinary record, and availability of funds. If an employee's Department Head recommends deferral of a pay increase because the employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified time or until the employee's job performance is satisfactory.

Quail Creek Snack Bar and Beverage Cart Attendant's rates of pay are based on the hourly wage established for the position *and* tips from patrons. All tips must be reported on forms provided by the City Payroll Administrator and forwarded to the Administrator each week for state and federal tax purposes and to be paid to the employees as income.

Quail Creek Golf Pro, Quail Creek Assistant Golf Pro, City of Fairhope Tennis Pro and Fitness Instructors are allowed in their sole discretion to give lessons to patrons, as requested, outside the normal work schedule. Such lessons are *not* a part of the employees' job duties for the City and are deemed to be an approved outside private business activity.

SECTION V. - EVALUATION, TRAINING AND DEVELOPMENT

5.02 EMPLOYEE TRAINING

The City recognizes the mutual benefits derived from professional development and enhancement of job skills, and encourages employees to pursue available training opportunities.

Department Heads' responsibilities include (i) developing employees' job skills through in-service training and (ii) identifying outside training programs that may enhance job skills and notifying employees of these programs.

With the recommendation of the Department Head and approval by the Mayor, the City may provide partial or full payment for training workshops and seminars that are directly related to City employment, including any training necessary to obtain or maintain required licenses or certifications. Whether training time is paid or unpaid depends on the nature of the training, the needs of the City and the availability of funds. (See 4.03 EMPLOYEE PAY RATES, Certifications and Training)

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, 4.03 Employee Pay Rates and Section – V. Evaluation, Training and Development, 5.02 Employee Training 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 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 22ND DAY OF DECEMBER, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF 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

4.12. Travel Policy

PURPOSE

The City of Fairhope has a fiduciary responsibility to ensure City resources are used responsibly and that employees do not incur inappropriate or excessive expenses, or gain financially from the City. This Travel Policy has been developed in accordance with Alabama law and Internal Revenue Service regulations. This policy covers City employees and any others who travel on official City business.

All official travel should be prudently planned so that the best interests of the City are served at the most reasonable cost. Anyone traveling on, or otherwise seeking reimbursement for, City business is expected to exercise the same economy that a practical person would exercise when traveling on personal business.

PROVISIONS

A Travel Authorization Request Form must be approved by the Department Head or Mayor prior to any travel and/or commitment of funds. Education and training opportunities shall be considered on the basis of merit to the City and allocated resources. Training seminars, conventions, etc. shall be appropriate to the level of responsibility and job requirements. Requests for training, conferences, meetings, or other official functions for employees which do not require overnight accommodations, must be approved by the Department Heads. Travel requiring overnight accommodations must be approved by the Mayor and City Treasurer.

The City does not provide cash advances for employees. With the exception of those travel related expenses that can be charged to the City of Fairhope departmental credit cards, the traveler should pay all travel costs and seek reimbursement after the travel is completed. Travel expenses must be authorized or the traveler will be held responsible for all non-authorized expenses. Excessive or unjustifiable costs are not acceptable and will not be reimbursed. The individual requesting reimbursement from the City is responsible for ensuring that his/her expense and related reimbursement is properly authorized, complies with all applicable policies, and is supported with necessary receipts and documentation.

TRANSPORTATION

Automobile

City vehicles shall be used when available. The use shall be in accordance with the City Vehicle Use Policy.

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A rental vehicle may be obtained if no City vehicle is available. The rental car is to be an economy or compact model. The City does not pay for insurance on a rental car.

Use of personal vehicles is only available if a City of Fairhope vehicle or a rental vehicle is not available. The amount of mileage reimbursement is set at the current Internal Revenue Service's allowable rate per mile. Please contact the Treasury Department for the current allowable rate.

If an employee wishes to take personal time before or after a conference/meeting, a private vehicle must be used, and reimbursement will be for gasoline only as required to drive to and return from the business location.

Itemized receipts are required for reimbursement of any car costs including gas. City credit cards should be used if possible.

Airline

Airline reservations shall be obtained at the lowest fare possible, within reason, without causing undue hardship to the traveler. Travel must be by the most expeditious and direct route that is practical and commensurate with the nature and purpose of the traveler's assignment. Coach or standard accommodations are required, and the City will reimburse the cost of one checked bag. Situations requiring more than one checked bag (i.e., for presentation materials, etc.) require City Treasurer approval.

Airline tickets may be charged to the City departmental credit card after the travel authorization form is approved.

LODGING

Lodging is an allowable expense when the employee is attending a conference or training that requires a travel time not conducive to traveling to and from the destination in the same day (greater than 75 miles one way of from the City) or an exception approved by the Mayor. Personal funds or City of Fairhope credit cards may be used. If paying with personal funds, an itemized, original invoice showing a zero balance from the hotel is required for reimbursement.

PARKING/AIRPORT PARKING

In all cases, but within reason, costs for parking should be kept to a minimum.

Hotel Parking

Self-parking shall be utilized, if available. Valet parking is only allowed if it is the only option available. The employee shall pay the difference for additional costs of covered parking or valet service when other options are readily available.

Airport Parking

Employees shall be reimbursed where airport parking is required. Employees must choose the most economical lot for parking.

MEALS

In-state meals are limited to \$55.00 per day and out-of-state meals are limited to \$65.00 per day. If the out-of-state Federal per diem rate is higher than \$65.00 per day, then that rate will be used. Tips are not to exceed 20% for meals. Itemized receipts must be turned in for reimbursement which shall not include alcoholic beverages. Where conference registration or training fees include one or more meals, only those meals not covered by such fees shall be reimbursed by the City. Snacks between meals will not be reimbursed unless they are paid in lieu of a meal.

Ordinance No. _____

Page – 3 -

Reimbursement is not provided for meals when attending a local conference within seventy-five (75) miles one way of the City. However, if meals are not provided by a local conference that requires a full day attendance, the City will reimburse the employee for the meals. The amount should not exceed, including tips, twenty-five dollars (\$25.00).

CANCELLATION OF TRAVEL

If lodging or a flight is cancelled by the employee for reasons other than illness, family death, called into work, or a weather emergency determined by City, the employee will pay the cancellation fees and return the airline fare to the City. Verification of the illness, death, or request to work is required by means of a doctor's statement or other supporting documentation.

EXPENSE REIMBURSEMENT

An employee travel expense voucher must be submitted to the Treasury Department within five business days after returning from the trip. Itemized, original receipts should be submitted on all expenditures. Credit card slips alone are not sufficient documentation. All travel is subject to review and audit. By requesting funds through the City, the traveler agrees to only use the money as intended according to this policy.

NON-REIMBURSEMENT EXPENSES

City of Fairhope funds or authorized credit cards should not be used for personal purchases or any type of personal expenditure. Personal items include but are not limited to the following:

1. Expenses of spouse, family, or other persons not directly employed by the City
2. Alcoholic beverages
3. Fines for parking or traffic violations
4. Airline and other trip insurance not approved in advance
5. Loss or damaged personal property
6. Personal entertainment (i.e., sporting events, in-room movies, etc.)
7. Laundry
8. Baggage overweight fees
9. Personal care items
10. Personal cellular phone charges

SPECIAL CONSIDERATIONS

Travelers who choose to extend a business trip for personal reasons either before or after business is conducted, will be responsible for all non-business related charges. Expenses which precede or are subsequent to the conference dates, with reasonable time allowed for travel, will be considered personal and disallowed unless documented as to the business purpose. "Reasonable time" is defined as one day travel time each way if the conference begins before 5:00 p.m. and ends after 2:00 p.m.

If net savings can be obtained by staying an extra day in order to obtain lower airfare, this calculation should be clearly shown in order to gain approval for the extra day's expenditures. Airfare and lodging can be included in this calculation, but meals will not be allowed and must be paid by the employee.

POLICY MANAGEMENT

The City Clerk, City Treasurer, and Human Resources Manager with assistance from the Mayor's office are responsible for management of this policy. Please contact them with any concerns or questions.

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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, 4.12 Travel Policy 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 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 22ND DAY OF DECEMBER, 2021

Sherry Sullivan, Mayor

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN FY 2022
REBUILD ALABAMA ACT (RAA) ANNUAL GRANT APPLICATION**

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for Fiscal Year 2022 Rebuild Alabama Act (RAA) Annual Grant Program; and

WHEREAS, RAA Annual Grant Program is an ALDOT administered transportation infrastructure grant program for projects of local interest created in the Rebuild Alabama Act of 2019; and

WHEREAS, project applications may be submitted for improvements to any classified road or bridge open to public traffic and County Road 13 from Morphy Avenue to the southern City Limits is a Minor Arterial and is in need of resurfacing; and

WHEREAS, the sponsor will be responsible for the cost of all required preliminary engineering and CE&I activities in accordance with ALDOT requirements at no cost to the project. This shall include but is not limited to costs associated with preparing the application, project development, environmental clearances, plan development, and contract letting. Furthermore, the sponsor is responsible for any environmental assessments, clearances, and permitting which may be required; and

WHEREAS, the City of Fairhope can conduct all preliminary engineering, permitting, plan development, contract letting and CE&I in-house with City personnel at no cost to the project; and

WHEREAS, the total project construction cost is estimated to be \$249,994.00, and, if funded, the grant will pay for 100% of Construction with City personnel providing preliminary engineering, permitting, plan development, contract letting and CE&I in-house at no hard cost to the project; and

WHEREAS, if funded, the City will see this project through to completion and will be responsible for providing long-term maintenance of the improved facilities;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, **IN REGULAR SESSION ASSEMBLED**, that by this Resolution the City of Fairhope authorizes and supports the submission of an FY22 RAA Annual Grant Application to ALDOT requesting \$249,994.00 to resurface two miles of County Road 13 from Morphy Avenue to the southern City Limits within the City of Fairhope, Alabama.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Rebuild Alabama Act Annual Grant Program Application Fiscal Year 2022

City of Fairhope – December 31, 2021



A. Sponsoring local governmental entity

Sponsor Entity: City of Fairhope, Alabama
Official: Honorable Sherry Sullivan
Title: Mayor
Address: 161 North Section St.; Fairhope, AL 36532
Phone: (251) 928-2136
Email: sherry.sullivan@fairhopeal.gov

Project Manager: Richard D. Johnson, PE
Title: Public Works Director
Address: 555 S. Section St.; Fairhope, AL 36532
Phone: (251) 928-8003
Email: richard.johnson@fairhopeal.gov

B. Briefly describe the proposed project improvements, identifying the points of origin, destination and all intermediate points of access. Detail the intended use of the project.

This project proposes to resurface approximately 10,560 linear feet (2.0 Miles) of County Road 13 from the intersection of Morphy Avenue to the southern City Limits (south property of the Fairhope Soccer Complex). County Road 13 is classified as a Minor Arterial and is an important north-south transportation corridor. This road segment intersects with three east-west Major Collectors: Morphy Avenue, Twin Beech Road (a.k.a. CR44) and Manley Road. Multiple large residential neighborhoods are provided access via this segment of CR13. Manley and Twin Beech Roads serve as principal access points for Fairhope Middle and High Schools west of CR13. In addition, CR13 serves as the sole access to the largest public soccer complex on the Eastern Shore.

As the eastern side of the City of Fairhope develops, traffic volumes on CR13 continue to exponentially rise. ALDOT's 2020 AADT is reported at 4,176 (Counter ID: Baldwin 649) just south of the intersection with Morphy Avenue. ALDOT's 2014 AADT at this same location was reported as 2770. This represents a 50.8% increase over a six-year period. The increase volume has taxed the current pavement build up and it is at the point that if not resurfaced in a timely manner, based failures resulting in section loss is anticipated.

Work would include, but not be limited to select milling at tie-ins and driveways, patching & leveling, asphalt wearing overlay of 1-1/2", striping and marking. No widening or change in geometric alignment is proposed or anticipated. This is a straightforward road resurfacing and/or rehabilitation project.

- C. Provide a detailed preliminary pay item estimate of the total project cost, the amount of RAA Annual Grant Program funds requested, the amount and source of any other funds to be applied to the project and how the project will be constructed (let to contract locally, in-place bid, etc.).

See attached estimate of probable cost. The City of Fairhope is requesting RAA Grant funding of **\$249,994.00**. All engineering and design will be performed by City Engineering. Any needed survey will be outsourced. Project shall be locally bid per State Bid Law. The City of Fairhope will self-perform Construction Engineering and Inspection. Any material testing will be outsourced at the City's expense.

- D. Identify any project phases that could adversely impact the project's progression. Note the following phases are not eligible for reimbursement:

- a. Environmental and/or cultural resources
 - None anticipated
 - No land disturbance proposed – no ADEM Permit Required
 - No historic or culturally significant areas impacted – all work to be performed within the footprint of the existing pavement section.
- b. Right-of-way or temporary/construction easements
 - None required
 - Existing ROW either predates or was acquired per the Uniform Act
- c. Utility relocations
 - None

- E. Describe the life expectancy of the project. Identify the agency responsible for maintenance, and the funding source for maintenance efforts.

Asphalt wearing surface based on current AADT plus growth rate: 10-13 years and thermoplastic stripes and markings: 5-7 years. The City budgets accordingly for the periodic repainting (replacement of the thermoplastic) of striping and markings on a yearly basis. Money is currently budgeted for yearly roadway maintenance and repair through the City's Public Works Operation Budget. Capital dollars are budgeted yearly for annual street resurfacing.

- F. Provide any additional comments the sponsor wishes to be considered.

This project is fully supported by the City of Fairhope Mayor, City Council and residents of the County Road 13 corridor. Letter from the Mayor and Resolution of the City Council is attached.

G. Attachments:

- a. **Location Map**
- b. **Aerial Location Map of County Road 13**
- c. **Estimate of Probable Cost**
- d. **Typical Pavement Section and Milling & Striping Details**
- e. **Cover Letter – Mayor Sullivan**
- f. **Resolution – City of Fairhope**
- g. **Photos**

**Project Locator Map
RAA Annual Grant
CR13 Resurfacing**

— Road Centerlines
— Fairhope City Limits

**Baldwin Co Aerial
RGB**

- Red: Band_1
- Green: Band_2
- Blue: Band_3
- Property Parcels



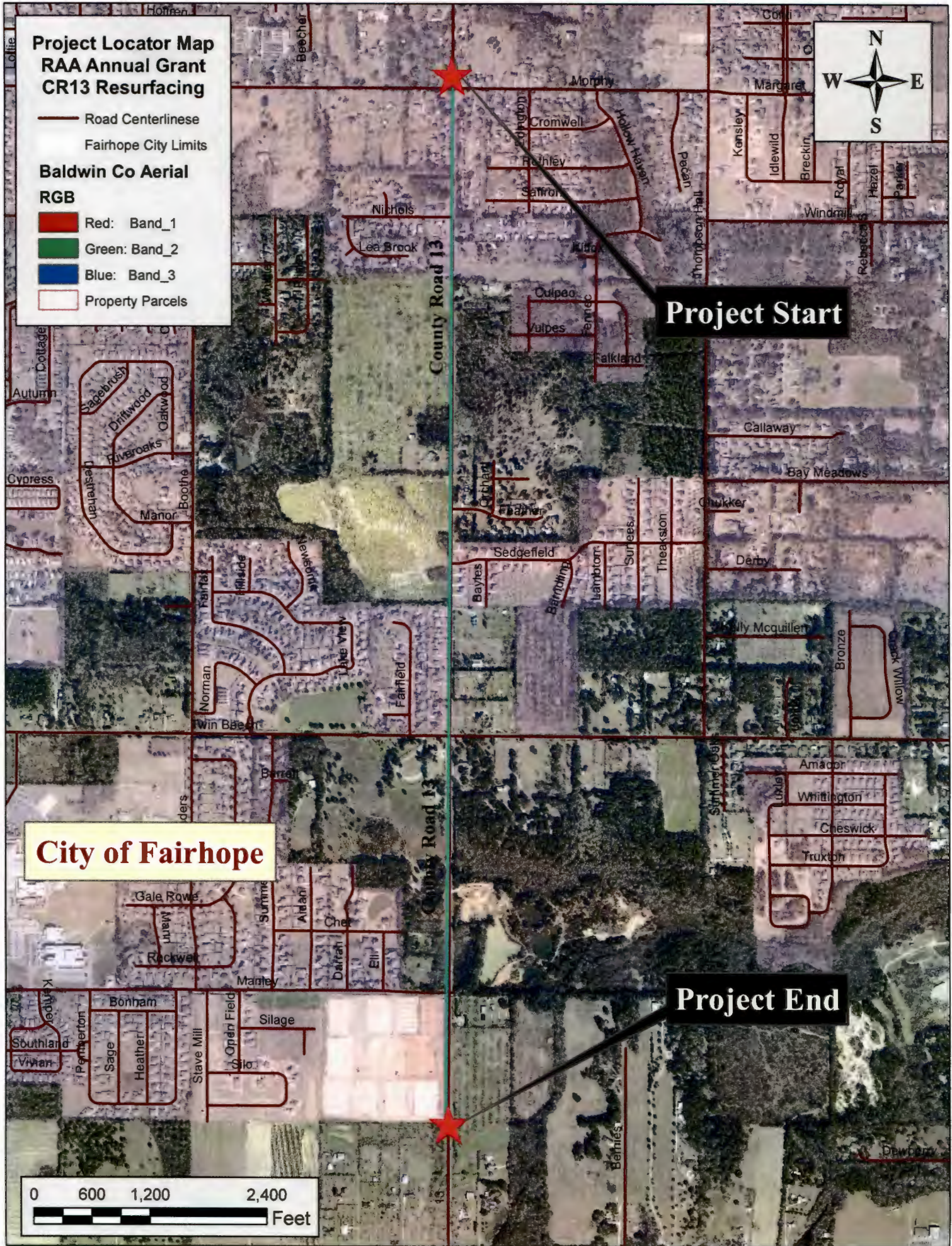
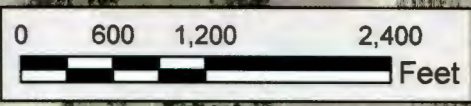
Project Start

Project End

City of Fairhope

County Road 13

County Road 13





PUBLIC WORKS DEPARTMENT
PROJECT ESTIMATE WORKSHEET
PROBABLE COST FOR CAPITAL
RESURFACING PROJECTS

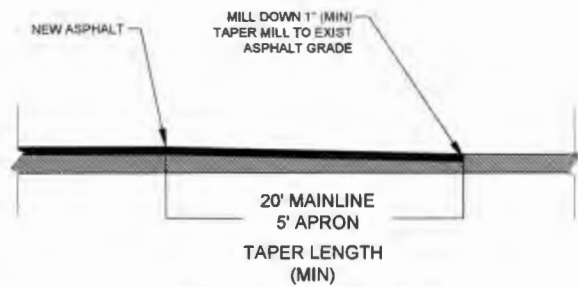
Project: 2022-PWI 001 - RAA GRANT - CR13 RESURFACING

ENGINEER'S ESTIMATE OF PROBABLE COSTS					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
405-A	Tack Coat (Application Rate - 0.055 GAL/YD ²)	GAL	1173	\$3.50	\$4,105.50
408-A	Planing Existing Pavement (Approximately 1 inches thru 2 inches thick) (Milling and Tie Ins and Driveways)	SY	1200	\$5.90	\$7,080.00
424-A	Superpave Bituminous Concrete Wearing Surface Layer, "patching & leveling", 3/4 Maximum Aggregate Size Mix, ESAL Range "A/B", Varies - per ton	TON	120	\$90.00	\$10,800.00
424-A	Superpave Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range "A/B", 165# - per ton (1-1/2" THICK COMPACTED)	TON	2130	\$90.00	\$191,700.00
600-A	Mobilization (600-A)	LS	1	\$12,750.00	\$12,750.00
701-A	Solid White, Class 1H, Type A Traffic Stripe (5" Wide)	MI	4	\$1,800.00	\$7,200.00
701-A	Solid Yellow, Class 1H, Type A Traffic Stripe (5" Wide) - (Double at Centerline)	MI	4	\$1,800.00	\$7,200.00
703-A	Traffic Control Markings, Class 2, Type A (Stop Bars - White)	SF	64	\$6.25	\$400.00
705-A	Pavement Markers, Class A-H , Type 2-D	EA	265	\$4.75	\$1,258.75
740-A	Traffic Control Scheme (740-A)	LS	1	\$7,500.00	\$7,500.00
Estimated Total:					\$249,994.25

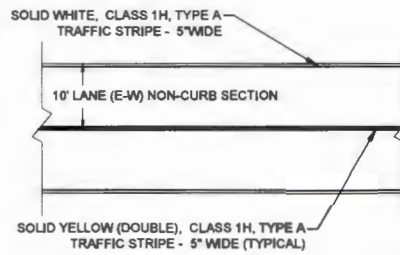
CR13 RESURFACING

City of Fairhope, Public Works

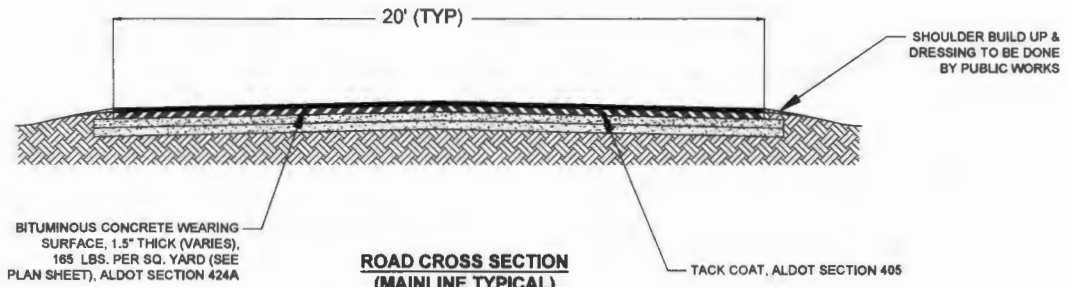
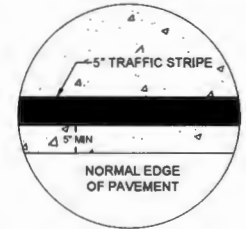
Date: Dec. 09, 2021	Drawn By: R.D. Johnson, PE	Paving Details
Scale: N.T.S.	2022-PWM 001	Page 1 of 1



ASPHALT MILLING TIE IN DETAIL



MAINLINE STRIPING DETAIL



**ROAD CROSS SECTION
(MAINLINE TYPICAL)
N.T.S.**

Rebuild Alabama Act Annual Grant Program Fiscal Year 2022 Program Guidelines

This document contains information regarding the Rebuild Alabama Act (RAA) Annual Grant Program for Fiscal Year (FY) 2022. The RAA Annual Grant Program is administered by the Alabama Department of Transportation (ALDOT). Prospective project-sponsoring governmental agencies are encouraged to thoroughly review this document, as well as the FY 2022 RAA Annual Grant Program Application and FAQ document, when considering developing a project application.

A. ELIGIBILITY:

Any political subdivision of the State of Alabama (Municipal and County Governments) is eligible to apply for funding under the RAA Annual Grant Program.

Project applications may be submitted for improvements to any classified public road or bridge owned and maintained by the applicant that is open to public traffic.

The final eligibility of applications and proposed project activities will be determined by ALDOT upon evaluation of the application submitted.

B. COMPETITIVE SELECTION

RAA Annual Grant Program funds are awarded through a competitive project selection process.

C. PROJECT FUNDING:

The RAA Annual Grant Program was established by Legislative Act #2019-2. The program allocates no less than \$10 million annually to eligible projects as identified by ALDOT during a fiscal year.

The maximum funding provided to any project in FY 2022 will be \$250,000.00.

RAA Annual Grant program funding is only available for eligible construction activities. No Preliminary Engineering, Right-of-Way, Utility Relocation, Construction Engineering & Inspection or Materials Testing costs will be eligible.

RAA Annual Grant Program awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order (PO) from the sponsoring agency issued against a valid, eligible in-place bid contract.

RAA Annual Grant Program awarded funds cannot be transferred to another project and may only be used to fund improvements consistent with the intent of the original project application.

RAA Annual Grant Program funds may be combined with other funding sources when approved by ALDOT. In such cases, the more restrictive funding requirements may apply to all funds utilized. Note that RAA Annual Grant funding availability deadlines still apply when combined with other funding sources.

A sponsoring governmental agency may only submit one project application per application cycle. Each County and Municipality will be viewed as an individual sponsor. Any project submitted by multiple sponsors shall be deemed as the eligible submission for all sponsors.

Sponsors with an active award may not submit another application until the awarded project has been let to contract or a purchase order utilizing a valid, eligible in-place bid contract has been issued.

Other funding sources to supplement RAA Annual Grant Program funds are not required, but projects containing a commitment to provide supplemental funding may be given favorable consideration.

D. PROJECT PROGRESS:

RAA Annual Grant Program funds are available to sponsoring agencies for a period of one (1) year from the notice of award. Funding awarded to a sponsoring agency not either let to contract or a purchase order issued against a valid, eligible in-place bid contract within one year of the notice of award are subject to rescission.

Any overrun in total project costs above the amount awarded, shall be the responsibility of the sponsoring agency.

E. MISCELLANEOUS PROVISIONS:

Projects must be let to competitive bid. In-place bids may also be utilized as long as those bids were awarded following all required competitive bid laws for eligibility. No other method of construction, such as force account is allowed.

Any costs incurred prior to issuance of a Notice of Award or a Purchase Order are not eligible.

RAA Annual Grant Program funds have reporting requirements. Recipients will be required to furnish any and all requested data to ALDOT or other specified or required entities necessary to satisfy any reporting requirements.

F. APPLICATION SUBMISSION & SELECTION

All applications **must be submitted electronically** no later than 5:00 pm on **January 14, 2022**. Applications should be sent to RAAGrantApp@dot.state.al.us as a .pdf (25 mb max per email, multiple emails may be sent if necessary) with “**FY 2022 RAA Grant Application – Sponsor Name**” in the subject line.

Rebuild Alabama Act (RAA) Annual Grant Program

FREQUENTLY ASKED QUESTIONS

What is the ALDOT Annual Grant Program? The ALDOT Annual Grant Program is an ALDOT administered transportation infrastructure grant program for projects of local interest created in the Rebuild Alabama Act of 2019.

What projects are eligible? Project applications may be submitted for improvements to any classified road or bridge open to public traffic.

Who may apply? Any local governmental entity (county or municipality) within the State of Alabama.

How much funding can be requested? The maximum awarded amount of funding per project is subject to change for any fiscal year. Please refer to the current fiscal year's project guidelines.

Can the total cost of a project exceed the maximum awarded amount? Yes, however any overruns in total project costs, above the amount awarded, shall be the responsibility of the sponsor.

Is a sponsor funding match required? There is no funding match required by the sponsor. However, projects containing a commitment to partial local funding will be given favorable consideration.

Will a sponsor have to pay any funds "up-front"? No, the ALDOT Annual Grant is not a "cost reimbursement program" and invoicing ALDOT will not be required. Awarded funds will be issued to the sponsoring agency either (1) upon ALDOT's receipt of a Notice of Award from the sponsoring agency to the contractor, or (2) upon ALDOT's receipt of a Purchase Order from the sponsoring agency issued against an in-place annual bid.

How many applications can I submit? Local project sponsors may only submit one application per application cycle. Once a project is selected, a local project sponsor may not submit another application until the awarded project has been let to contract or a purchase order issued against an in-place bid.

How long is the funding available? Funds are available for 1 year from the notice of award. Funds awarded but not let to contract or had a purchase order issued against an in-place bid within 1 year are subject to rescission. If a project is in danger of exceeding the 1-year funding deadline, an extension request must be submitted by the sponsor and approved by ALDOT prior to the expiration of the funding deadline.

Who is responsible for preliminary engineering? The sponsor will be responsible for the cost of all required preliminary engineering activities in accordance with ALDOT requirements at no cost to the project. This shall include but is not limited to costs associated with preparing the application, project development, environmental clearances, plan development, and contract letting. Furthermore, the sponsor is responsible for any environmental assessments, clearances, and permitting which may be required. Projects including preliminary engineering will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Must a project be on a certain Functional Classification of roadway? No. Project applications may be submitted for any classification of road or bridge open to public traffic.

Will projects requiring right-of-way or easements be considered for award? Yes. Any application for project improvements that will require the acquisition of right-of-way or easements must be disclosed in the application. Non-adverse conditions (donation, value findings, etc.) should be documented with the application in the form of letters of support from the affected property owners. Applications that require significant and/or adverse right-of-way acquisition should be delayed until the subject right-of-way has been obtained.

Projects requiring right-of-way or easement acquisition will be held to the funding deadlines established in the ALDOT Annual Grant Program Guidelines.

Failure to disclose required right-of-way in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for right-of way or easement acquisition? The sponsor will be responsible for the cost of all right-of-way and easement acquisition in accordance with program requirements at no cost to the project. The nature of any required right-of-way or easements should be disclosed in the application.

Will projects requiring permitted work on property owned by another entity be considered for award? Project improvement activities should only occur on property owned or on easements obtained by the sponsor. Applications involving work on property owned by another entity will generally not be considered unless the affected property owner is ALDOT. Any proposed work on ALDOT right-of way shall have the written support of the local ALDOT Region Engineer submitted with the application.

Failure to disclose necessary permitted work in the project application may be grounds for rescission and reallocation of awarded project funds.

Who is responsible for obtaining necessary permits? The sponsor will be responsible for acquiring necessary permits at no cost to the project.

Will projects requiring utility relocations be considered for award? Yes, however, any utility relocation costs will be the responsibility of the applicant and will not be an eligible cost to the project. Projects including utility relocations will be held to the funding deadlines established in the Annual Grant Program Guidelines.

Any utility relocations shall be identified in the project application. Failure to disclose required utility work / relocations in the project application may be grounds for rescission and reallocation of awarded project funds.

Who will let the project to contract? The sponsoring governmental agency will be responsible for letting projects locally via competitive bid. In-place bids may also be utilized as long as the bids were awarded following all state and federal competitive bid laws. No other method of construction, such as force account will be allowed.

Can a sponsor use an in-place annual bid to purchase materials and use their own forces to place the material? Yes, but only the cost of the materials that were purchased through the in-place annual bid would be eligible for reimbursement. The cost of the sponsor's forces (labor and equipment) would not be eligible for reimbursement under this program.

Who is responsible for construction engineering and inspection? The sponsor will be responsible for the construction engineering and inspection (CE&I), as well as the testing and inspection of materials as required by ALDOT specifications.

How does the ALDOT Annual Grant Program affect other Federal/State Funded Programs? Projects identified to receive other sources of Federal and/or State funds may be supplemented with annual grant funds (where allowed by ALDOT). If Annual Grant Program funds are combined with federal funds, the more restrictive federal requirements shall apply to the Annual Grant Program funds as well.

Due to the funding restrictions placed on Annual Grant projects, what potential issues should be taken into consideration when developing applications.

- Right-of-way acquisition or easement/permitting
- Utility / service relocations
- Cultural resources
- Environmental impacts
- Fiscal capability and the sponsoring agency's ability to provide funds to cover overruns and/or total project costs in excess of the award.

How do I apply? Local project sponsors may apply for annual grant funding by submitting a complete and accurate project application. Detailed Annual Grant Program Guidelines and an Annual Grant Application can be found on the Annual Grant webpage: <https://www.dot.state.al.us/RAGrantprogram/>

Who will select projects for funding? Applications will be accepted, reviewed, and awarded by ALDOT through a competitive selection process.

When will applicants know they have a project selected for funding? All local project sponsors shall be notified in writing consistent with the deadlines established for each round of allocation.

RESOLUTION NO. ____

**AUTHORIZING THE SPONSORSHIP OF A HAZARD MITIGATION GRANT
APPLICATION TO THE ALABAMA EMERGENCY MANAGEMENT AGENCY FOR THE
PURCHASE AND INSTALLATION OF GENERATORS FOR SEWER LIFT STATIONS
THROUGHOUT THE CITY OF FAIRHOPE, BALDWIN COUNTY, ALABAMA**

WHEREAS, the Alabama Emergency Management Agency (AEMA) is accepting applications from municipal governments for Hazard Mitigation Grant Program (HMGP) funds; and

WHEREAS, the City of Fairhope has identified the need for generators to be located at various sewer lift stations to provide back-up power during future storm events; and

WHEREAS, if funded, the grant will pay 75% of the estimated total project costs of \$551,625.00 and the City of Fairhope will be responsible for providing 25% of the estimated total project costs or \$183,875.00; and

WHEREAS, the City's Public Utilities Department will provide oversight of the project, if funded;

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of an HMGP grant to AEMA requesting grant funds to purchase and install generators at various sewer lift stations.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DONE, under the Seal of the City of Fairhope this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

*** 2. Type of Application:**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s):

E: Other (specify)

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

City of Fairhope

* b. Employer/Taxpayer Identification Number (EIN/TIN):

63-6001254

* c. Organizational DUNS:

071935902

d. Address:

* Street1:

161 N. Section Street

Street2:

* City:

Fairhope

County/Parish:

Baldwin

* State:

AL: Alabama

Province:

* Country:

* Zip / Postal Code:

36532

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Jessica

Middle Name:

* Last Name:

Walker

Suffix:

Title:

Special Projects and Grants Manager

Organizational Affiliation:

* Telephone Number:

(251) 990-0113

Fax Number:

* Email:

jessica.walker@fairhopeal.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Emergency Management Agency

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

Hazard Mitigation Grant Program

*** 12. Funding Opportunity Number:**

DR-4563 Hurricane Sally S52

* Title:

Generators for City of Fairhope Lift Stations and Water Treatment Plants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

This project will install 14 generators for lift stations and water treatment plants in the City of Fairhope, Alabama.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="551625.00"/>
* b. Applicant	<input type="text" value="183875.00"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="0"/>
* e. Other	<input type="text" value="0"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value=""/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Instructions for Application for Federal Assistance (SF-424)

This is a standard form required for use as a cover sheet for submission of pre-applications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the federal agency (agency). Required fields on the form are identified with an asterisk (*) and are also specified as "Required" in the instructions below. In addition to these instructions, applicants must consult agency instructions to determine other specific requirements.

Item	Field Name	Information
1.	Type of Submission:	(Required) Select one type of submission in accordance with agency instructions. <ul style="list-style-type: none"> • Pre-application • Application • Changed/Corrected Application - Check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this form to submit changes after the closing date.
2.	Type of Application:	(Required) Select one type of application in accordance with agency instructions. <ul style="list-style-type: none"> • New - An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the federal government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. <p>A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)</p>
3.	Date Received:	Leave this field blank. This date will be assigned by the Federal agency.
4.	Applicant Identifier:	Enter the entity identifier assigned by the Federal agency, if any, or the applicant's control number if applicable.
5a.	Federal Entity Identifier:	Enter the number assigned to your organization by the federal agency, if any.
5b.	Federal Award Identifier:	For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned federal award identifier number. If a changed/corrected application, enter the federal identifier in accordance with agency instructions.
6.	Date Received by State:	Leave this field blank. This date will be assigned by the state, if applicable.
7.	State Application Identifier:	Leave this field blank. This identifier will be assigned by the state, if applicable.
8.	Applicant Information:	Enter the following in accordance with agency instructions:
	a. Legal Name:	(Required) Enter the legal name of applicant that will undertake the assistance activity. This is the organization that has registered with the Central Contractor Registry (CCR). Information on registering with CCR may be obtained by visiting www.Grants.gov .
	b. Employer/Taxpayer Number (EIN/TIN):	(Required) Enter the employer or taxpayer identification number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444.
	c. Organizational DUNS:	(Required) Enter the organization's DUNS or DUNS+4 number received from

Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting www.Grants.gov.

- d. Address: Enter address: Street 1 (Required); city (Required); County/Parish, State (Required if country is US), Province, Country (Required), 9-digit zip/postal code (Required if country US).
- e. Organizational Unit: Enter the name of the primary organizational unit, department or division that will undertake the assistance activity.
- f. Name and contact information of person to be contacted on matters involving this application: Enter the first and last name (Required); prefix, middle name, suffix, title. Enter organizational affiliation if affiliated with an organization other than that in 7.a. Telephone number and email (Required); fax number.
9. Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions.
- A. State Government
 - B. County Government
 - C. City or Township Government
 - D. Special District Government
 - E. Regional Organization
 - F. U.S. Territory or Possession
 - G. Independent School District
 - H. Public/State Controlled Institution of Higher Education
 - I. Indian/Native American Tribal Government (Federally Recognized)
 - J. Indian/Native American Tribal Government (Other than Federally Recognized)
 - K. Indian/Native American Tribally Designated Organization
 - L. Public/Indian Housing
 - M. Nonprofit
 - N. Private Institution of Higher Education
 - O. Individual
 - P. For-Profit Organization (Other than Small Business)
 - Q. Small Business
 - R. Hispanic-serving Institution
 - S. Historically Black Colleges and Universities (HBCUs)
 - T. Tribally Controlled Colleges and Universities (TCCUs)
 - U. Alaska Native and Native Hawaiian Serving Institutions
 - V. Non-US Entity
 - W. Other (specify)
10. Name Of Federal Agency: (Required) Enter the name of the federal agency from which assistance is being requested with this application.
11. Catalog Of Federal Domestic Assistance Number/Title: Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12. Funding Opportunity Number/Title: (Required) Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13. Competition Identification Number/Title: Enter the competition identification number and title of the competition under which assistance is requested, if applicable.
14. Areas Affected By Project: This data element is intended for use only by programs for which the area(s) affected are likely to be different than the place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Add attachment to enter additional areas, if needed.
15. Descriptive Title of Applicant's Project: (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For pre-applications, attach a summary description of the project.
16. Congressional Districts Of: 15a. (Required) Enter the applicant's congressional district. 15b. Enter all district(s) affected by the program or project. Enter in the format: 2 characters state abbreviation - 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12 district, NC-103 for North Carolina's 103 district. If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. If

nationwide, i.e. all districts within all states are affected, enter US-all. If the program/project is outside the US, enter 00-000. This optional data element is intended for use only by programs for which the area(s) affected are likely to be different than place(s) of performance reported on the SF-424 Project/Performance Site Location(s) Form. Attach an additional list of program/project congressional districts, if needed.

17. Proposed Project Start and End Dates: (Required) Enter the proposed start date and end date of the project.
18. Estimated Funding: (Required) Enter the amount requested, or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19. Is Application Subject to Review by State Under Executive Order 12372 Process? (Required) Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State.
20. Is the Applicant Delinquent on any Federal Debt? (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of federal debt include; but, may not be limited to: delinquent audit disallowances, loans and taxes. If yes, include an explanation in an attachment.
21. Authorized Representative: To be signed and dated by the authorized representative of the applicant organization. Enter the first and last name (Required); prefix, middle name, suffix. Enter title, telephone number, email (Required); and fax number. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain federal agencies may require that this authorization be submitted as part of the application.)

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 Cloud Based Storage as Backup Solution for the IT Department; and the item is available for direct procurement through the OMNIA Partners Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,000.00.

Adopted on this 22nd day of December 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/8/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure Cloud Based Storage as Backup Solution

ZMM

Project Location: IT

Presented to City Council: 12/22/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 55,000.00

Vendor: Insight Public Sector Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001160-50300
G/L Acct Name: Computer Expense

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

Project Budgeted: \$ 55,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:

Purchase will be made through the contract awarded by Omnia Partners Public Sector.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/8/2021

Purchasing Memo Date: 12/8/2021

Delivered To Date: 12/8/2021

Request Approved Date: 12/8/2021

Request Approved Date: 12/8/2021

Approved Date: 12/8/2021

Signatures:

Aislinn M Stone
Aislinn M Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO


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
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 8, 2021

Re: **Request for Green Sheet and City Council Approval for Cloud-Based Storage Space**

The Director of the IT Department, Jeff Montgomery, is requesting approval to procure cloud-based storage space. This procurement is over the green sheet approval threshold of Fifteen Thousand Dollars (\$15,000.00) for budgeted procurements and needs the City Council's approval. The recommended vendor is Insight Public Sector, Inc. through the contract awarded by Omnia Partners Public Sector and will be Fifty-Five Thousand Dollars (\$55,000.00). This procurement contains Amazon Web Services (AWS) that the City pushes IT backups too. AWS is a "bucket" of storage data that can fluctuate from day-to-day. This procurement is budgeted but a fixed price quote cannot be obtained.

This procurement is allowed by Code of Alabama 1975, Section 41-16-51-(a)-11: (11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement cloud-based video storage space to Insight Public Sector for \$55,000.00.

CC file, Jeff Montgomery, Clint Steadham

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

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



NOTICE OF AWARD

Date: **FEB 23 2016**

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACT NUMBER: 4400006644
RFP2000001701

NIGP CODES: 20453, 20454, 20464, 20491,20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885,91828,92024,92031,92037,92045,92047

CONTRACT PERIOD: May 1, 2016 through April 30, 2019

RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)

SUPERSEDES CONTRACT: 4400001195

CONTRACTOR: Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE: 1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See <https://www.insight.com/insightweb/welcome> and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:

Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:

Finance - Accounts Payable/e
DIT - Tonya Mills/e

DIT - Ron Shoram/e
DPSM, ACS Team 1 - J. Waysome-Tomiin

Department of Purchasing & Supply Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone 703-324-3201. **TTY:** 1-800-828-1140. **Fax:** 703-324-3228

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco/ Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non- Incumbent	All
	16%	8%	28%

Publisher	Cost Plus%
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount%
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
Printer Accessories	3.6%	

POLYCOM INC
 PROCURRI LLC
 PTZ OPTICS
 QOMO HITEVISION
 QSC AUDIO PRODUCTS, LLC.
 Q-SEE
 RARITAN
 Razer
 RAZERUSA
 REVO AMERICA
 RF IDEAS INC.
 RHOMBUS SOFTWARE PRODUCTS
 RICOH
 RLE TECHNOLOGIES
 RODE MICROPHONES LLC
 SABRENT
 SAMSON TECHNOLOGIES CORP.
 SAMSUNG
 SANHO
 SANYO
 SCANSYS CCTV, INC.
 SEGA OF AMERICA
 SELEX ES, INC
 SENSATRONICS
 SHARP
 SIIG
 SMC NETWORKS
 SMS
 SOLE SOURCE TECHNOLOGY
 SONY
 SOUND CONTROL TECHNOLOGIES
 SPECOTECH
 SPEEDOTRON
 SPRACHT
 STARDOT TECHNOLOGIES
 STARLEAF
 STEREO LABS INC
 SWANN SECURITY PRODUCTS
 SYNnex INFORMATION TECHNOLOGY
 TABLEAU SOFTWARE
 TANDBERG VTC
 TDSOURCING - HP INC.
 TECHNOLOGY REPRESENTATIVES INC
 TELYCAM
 TETRA CHOICE
 TEZL

THINKST APPLIED RESEARCH
 TIPPING POINT
 TOPTEK COMPUTERS
 TOSHIBA
 TOUCHBOARDS.COM
 TP-LINK TECHNOLOGY
 TRANSCEND
 TRANSCEND INFORMATION INC
 TREND MICRO
 TRENDNET
 TRENDWARE
 TRIPP LITE
 TRUSTIN
 UBIQUITI NETWORKS
 ULTIMOELECTRONICS
 UNITED DIGITAL TECHNOLOGIES
 VADDIO
 VDO360
 VEO
 VERKADA INC
 VERTV
 VICON MOTION SYSTEMS INC
 VIDEO INSIGHT INC
 VIDEO MOUNT PRODUCTS
 VIDEOIQ
 VIDEO LARM
 VIDEOLOGY IMAGING SOLUTIONS
 VIEWSONIC
 VIKING COMPUTER PARTS INC
 VISIONTEK
 VIVE
 VIVITAR
 VIVOTEK
 VONNIC
 VSA Inc.
 WEBAROUND
 WORD SYSTEMS INC
 YAMAHA UNIFIED COMMUNICATIONS,
 INC
 YEALINK NETWORK TECHNOLOGY CO LTD
 ZAVIO Inc.
 ZOOM CORPORATION
 ZOOM TELEPHONICS
 Cloud
 3D CONTROL SYSTEMS INC
 3D ISSUE

3DI INC
 3DStudio.nl
 3EYE TECHNOLOGIES
 42GEARS MOBILITY SYSTEMS
 4D, INC
 7PACE
 7SIGNAL
 84 CODES AB
 8XB INC.
 A3A SOFTWARE LLC
 ABSOLUTE SOFTWARE
 ACCELERATED CONCEPTS, INC.
 ACCELLION
 ACCESS CONTROL DEVICES INC
 ACL SERVICES
 ACQUA INC
 ACRONIS
 ACTIAN CORPORATION
 ACTIFIO
 ACTIVE PDF
 ACTIVESTATE SOFTWARE
 ACUIITY BRANDS
 ACUNETIX LTD
 ADAPTIVA
 ADOBE
 Advanced Installer
 ADVANCED TECHNOLOGY VIDEO, INC.
 AEROHIVE NETWORKS
 AESCRIPTS
 AGAT SOFTWARE SOLUTION
 AGATE
 AIBLE, INC.
 AIRBUS
 AIRTAME INC
 AIRWATCH
 AKAMAI TECHNOLOGIES, INC
 ALERT LOGIC
 ALGOSEC
 ALIENVault
 ALLEGORITHMIC SAS
 ALLIANCE ENTERPRISES INC
 ALLIED TELESIS
 ALTERIX INC
 ALTIUM INC
 AMAZON
 AMCHARTS

ANIXIS
 ANOMALI INC
 APC
 APPDYNAMICS INC.
 APPEON INC
 APPLICATION SECURITY
 APPLITools INC
 APPSPACE INC
 APPTENTIVE INC
 APPTIO, INC
 APPTIX, INC
 AQUA SECURITY SOFTWARE INC
 AQUAFOLD
 ARBOR NETWORKS, INC
 ARCHIVE SOCIAL INC
 ARCMail TECHNOLOGY
 ARCSERVE
 ARCTIC WOLF NETWORKS
 ARISTA NETWORKS
 ARISTA TEK INC
 ARMADA CLOUD
 ARRAY NETWORKS
 ARTICULATE
 ASCENSIO SYSTEMS INC
 ASKCODY INC
 ASKREPLY INC (DBA B2GNOW)
 ASSEMBLA INC
 Asset Panda
 ASSOCIATED PRESS
 ASURE SOFTWARE INC
 ATERNITY
 ATLANTIS COMPUTING
 ATLAS BUSINESS
 ATLIASSIAN
 ATLONA
 ATMAIL
 ATTACHMATE
 ATTACKIQ INC
 Attain Insight Solutions Inc.
 ATTUNITY INC
 AUDIOCODES, INC.
 AUTHO INC.
 AUTODESK
 AUTOMATED SOLUTIONS
 AUTOMOX TECHNOLOGIES
 AVANADE INC

AVANAN INC
 AVAST SOFTWARE
 AVATIER CORPORATION
 AVAYA
 AVEPOINT
 AVERTIUM
 AVG TECHNOLOGIES
 AVNET
 AVOLVE SOFTWARE CORP
 AVTECH CORPORATION
 AWS
 AXONIUS
 AXURE 5 SOFTWARE SOLUTIONS
 AXWAY
 AZTEC SOFTWARE
 B601 V2 INC
 BABYLON LTD.
 BALSAMIQ STUDIOS LLC
 BAMBOO SOLUTIONS
 BananaTag
 BARRACUDA NETWORKS
 BASICGOV SYSTEMS INC
 BCC
 BETA CAE SYSTEMS USA INC
 BEYOND SECURITY, INC
 BEYOND TRUST
 BI2 TECHNOLOGIES LLC
 BIGTINCAN
 BIO-KEY INTERNATIONAL
 BIRCH GROVE SOFTWARE
 BITDEFENDER
 BITGLASS, INC
 BITSIGHT TECHNOLOGIES INC
 BITTITAN
 BIZZDESIGN
 BLACKBERRY
 BLACKBOARD
 Blackthorn.io, Inc
 BLAMELESS, INC
 BLANCCO US LLC.
 BLAZEMETER
 BLUE JEANS
 BLUE LAVA
 BLUEBEAM
 BLUECAT NETWORKS
 BLUEJEANS NETWORK

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeff Montgomery Department: IT

Project Name: Insight Offsite Backup Solution

Brief Project Description: Yearly renewal - \$55,000

Project Category: Item Bid Professional Service Other

Budget Amount: "AWS Storage" \$55,000 Budget Code: 50300

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

Scope of Work Provided By: _____ 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

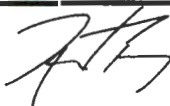
Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

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

Notes: _____

SIGNATURES

Requestor: 

Senior Accountant:

City Treasurer:

Mayor:

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 Boring and Installation of Fiber from the City Services and Public Utilities Building to the Pecan Building from AMS Utilities for \$18,600.00.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/8/2021

DEC 9 '21 4:10 PM
Please return this Routing Sheet to Treasurer by: ASAP

Handwritten initials

Project Name: Procurement of Boring and Installation of Fiber

Project Location: Pecan Building

Presented to City Council: 12/22/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 18,600.00

Vendor: AMS Utilities

Project Engineer: n/a

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

Department Funding This Project

General Gas **Electric** Water Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 003-50473
G/L Acct Name: Warehouse Improvement Purchase

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

Project Budgeted: \$ 18,600.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Comments:
Installation will connect Pecan Building to the City Network.

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/7/2021

Purchasing Memo Date: 12/7/2021

Delivered To Date: 12/8/2021

Request Approved Date: 12/8/2021

Request Approved Date: 12/8/2021

Approved Date: 12/8/2021

Signatures: Aislinn M Stone
Aislinn M Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Cory Pierce, Purchasing Manager

Date: December 7, 2021

Re: **Request for Green Sheet and City Council Approval for the Pecan Building fiber installation**

The Director of the IT Department, Jeff Montgomery, is requesting procurement of boring and installation for fiber to run from the City Services and Public Utilities Building to the Pecan Building (Quote Attached).

Three quotes were obtained and the lowest quote is from AMS Utilities for Eighteen Thousand Six Hundred Dollars (\$18,600.00)

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement fiber boring and installation from the City Services and Public Utilities Building to the Pecan Building from AMS Utilities for \$18,600.00.

CC file, Jeff Montgomery, Clint Steadham

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

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



City Of Fairhope Fiber Job

1000' Boring @ \$15.00 / ft = \$15,000.00

2 Handholes @ \$300 ea. = \$600.00

Labor and Materials (including fiber termination at both ends) \$3000.00

Total = \$18,600.00

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeff Montgomery Department: IT

Project Name: Fiber Link for Pecan Building

Brief Project Description: Connect the Pecan St Building to City Network

Project Category: Item Bid Professional Service Other

Budget Amount: 18,600 Budget Code: 003-50473

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

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

Scope of Work Provided By: _____ 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: 

Senior Accountant:

City Treasurer:

Mayor:

NCS

NETWORK CABLING SERVICES, INC.

3720 North Pace Blvd. – Pensacola, FL - 32505

Phone: 850-941-4200

Email: mcarter@ncscabling.com

City of Fairhope Public Works Fiber Installation

Submitted To:

City of Fairhope IT Department

Attention:

Jeff Montgomery

11/12/2021

SCOPE OF WORK

NCS shall provide and install (1) 12-strand single-mode fiber optic cable between main warehouse located at 555 South Section Street to the building located off Pecan Ave. currently being renovated. NCS shall provide and install (12) total fusion splice fiber connectors, (6) on each end of the fiber and leave remaining unterminated strands dark for future use. NCS shall provide and install all enclosures and adaptor panels needed for complete install. NCS shall certify test terminated fiber and provide PDF copy of test results upon final invoicing. NCS shall subcontract to provide underground conduit installation and any vaults/handholes needed for installation of single mode fiber. Copy of documentation of pathway and location of vaults to be included with test results upon final invoicing to City of Fairhope IT.

- ❖ Backbone Fiber Optic (NCS)
 - (1) 12-Strand Single-Mode Loose Tube OSP Fiber Optic Cable
 - (12) LC Fusion Splice-On Single Mode Connectors
 - (2) 12-Strand Fiber Fan-Out Kits
 - (2) 6-Port LC Single Mode Fiber Adaptor Panels
 - (2) Single-Panel Wall Mount Fiber Enclosures

- ❖ Conduit Installation (BigHam Cable)
 - Directional boring between buildings
 - HDPE Pipe with 1250lb Pull String
 - (4) Vaults/Handholes

- ❖ Labeling
 - Fiber cable to have wrap around labels at each termination point
 - Strand Count/Type/Room From/Room To
 - Fiber LIU
 - Strand Count/Type/Room From/Room To

- ❖ Testing
 - Fiber to be certified with a level 5 Fluke DSX with fiber modules

- ❖ Warranty
 - NCS will warranty all labor and materials for a period of 1 year from the date of acceptance of the system.

Exemptions:

1. Scissor lifts and scaffolding if required to be provided by others
2. Excludes all active Switch, WAP, Camera, and any other equipment & installation not specifically covered in this quote.

	Directional Bore: \$40,014.00
	Fiber Installation: \$7,464.49
Total	<u>\$47,478.49</u>

**Should Network Cabling Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, the Network Cabling Services, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include cost and attorney's fees for appellate work.*

All pricing good for 30 day period, if change order is not accepted in writing within this period of time all wire .PVC products and all steel metal products will have to be reprised at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials.

Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor, Electrical Contractor and NCS/Network Cabling Services, Inc.) and added cost associated with the continuous rising cost of all copper wire. Network Cabling Services, Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store on site in a storage container provided by NCS. NCS would then ask to be paid with-in the first 30 days of contract for this wire purchase. If not accepted by (Owner General Contractor) NCS would then have the right to re-price all wire at invoice cost pus mark up of profit and overhead at time of wire purchase. We at NCS feel that this is the best solution for all parties involved (General Contractor, Electrical Contractor and NCS) but mainly the Owner.

Network Cabling Services, Inc. shall be entitled to a finance charge of 1 1/2% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No contingencies have been made for strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Printed Name

Authorized Signature

Date

***Note: This proposal may be withdrawn by us if not accepted in 30 days.**

Thank you for the opportunity,

Michael Carter
Project Manager

From: [Jeff Montgomery](#)
To: [Cory Pierce](#)
Subject: FW: Fiber Run
Date: Thursday, December 2, 2021 7:58:29 AM

Jeff Montgomery
City of Fairhope
Director of Information Technology

From: Kathryn Casteel <kcasteel@cspire.com>
Date: Thursday, December 2, 2021 at 7:36 AM
To: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Subject: Re: Fiber Run

SENT FROM AN EXTERNAL ADDRESS

Jeff,
Unfortunately we cannot quote this job.
C Spire is unable to construct dark fiber as we would sub this out. Please let me know if you have any questions.

Thanks,
Kathryn Casteel
C SPIRE

Get [Outlook for iOS](#)

From: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Sent: Wednesday, December 1, 2021 11:57:52 AM
To: Kathryn Casteel <kcasteel@cspire.com>
Subject: Fiber Run

Will Harbor/Cspire be able to quote us on the Pecan St Fiber run?

Jeff Montgomery
City of Fairhope
Director of Information Technology

Cory Pierce

From: Cory Pierce
Sent: Friday, December 3, 2021 8:25 AM
To: kcasteel@cspire.com
Subject: RE: Fiber Run

Good morning, Ms. Casteel.

Would it be possible to quote this job with the sub-contractors?

Thank you,

Cory Pierce
Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532
Phone: (251) 279-6231
Email: Cory.Pierce@fairhopeal.gov

No response as of
December 8, 2021
-CP

Jeff,
Unfortunately we cannot quote this job.
C Spire is unable to construct dark fiber as we would sub this out. Please let me know if you have any questions.

Thanks,
Kathryn Casteel
C SPIRE

Get [Outlook for iOS](#)

From: Jeff Montgomery <jeff.montgomery@fairhopeal.gov>
Sent: Wednesday, December 1, 2021 11:57:52 AM
To: Kathryn Casteel <kcasteel@cspire.com>
Subject: Fiber Run

Will Harbor/Cspire be able to quote us on the Pecan St Fiber run?

Jeff Montgomery
City of Fairhope
Director of Information Technology

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan to execute a contract with Emerson's Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions) for \$12,792.57 not including shipping, insurance export and customs clearance charges.

DULY ADOPTED THIS 22ND DAY OF DECEMBER, 2021

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/8/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Sales Order Agreement for Emerson's Zedi Cloud SCADA Solutions for pressure monitoring sites

Project Location: Gas Dept

Presented to City Council: 12/22/2021

Funding Request Sponsor: Terry Holman, Gas Superintendent
Jeremy Little, Gas Assistant Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 12,792.57 \$9,912 Equipment
\$2,880 Annual Data Plan

Vendor: Remote Automation Solutions

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General **Gas** Electric Water Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 002-59500 / 002-50340
G/L Acct Name: Capital System Improvement / Operating Supplies

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

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

Over (Under) budget amount: \$ (2,207.43)

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

Comments:

\$9,912.57 Equipment (not including shipping/handling, installation, taxes, or Zedi Access fees). \$2,880.00 Annual Recurring Edge Asset and 10MB Data Plan

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 12/7/2021

Purchasing Memo Date: 12/7/2021

Delivered To Date: 12/8/2021

Request Approved Date: 12/8/2021

Request Approved Date: 12/8/2021

Approved Date: 12/8/2021

Signatures: Aislinn M Stone

Signatures: Kim Creech

Signatures: Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

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

From: 
Cory Pierce, Purchasing Manager

Date: December 7, 2021

Lisa A. Hanks, MMC
City Clerk

Re: **City Council Approval for Mayor Sullivan execute an agreement for budgeted Emerson's Zedi Cloud SCADA Solutions**

Kimberly Creech
Treasurer

The Assistant Gas Department Jeremy Little is requesting approval for Mayor Sherry Sullivan to sign a sales order confirmation agreement with Emerson's Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions). The agreement will provide a cloud-based monitoring solution for the pressure monitoring sites. Emerson will provide a self-contained pressure recorder with modem and battery to be installed on each site.

The price for the equipment will be Nine Thousand Nine Hundred Twelve Dollars and Fifty-Seven Cents (\$9,912.57) not including shipping/handling, installation, taxes or Zedi Access fees). The annual recurring Edge Asset and 10MB Data Plan will be Two Thousand Eight Hundred Eighty Dollars (\$2,880.00). For a total of Twelve Thousand Seven Hundred Ninety-Two Dollars and Fifty-Seven Cents (\$12,792.57).

The best pricing for Emerson SCADA Solutions and options (see attached) is through Bristol Inc. dba Remote Automation Solutions as the sole source provider in southern third of Alabama, Mississippi, Louisiana and the Florida panhandle.

Please place on the next available City Council Agenda the request to authorize the Mayor to execute a contract with Emerson's Zedi Cloud SCADA Solutions (Bristol Inc. dba Remote Automation Solutions) for \$12,792.57 not including shipping, insurance export and customs clearance charges.

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

CC file, Terry Hollman, Jeremy Little, Clint Steadham

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



December 3, 2021

Mr. Jeremy Little
City of Fairhope
555 S. Section Street
Fairhope, AL
36532, USA

Re: Emerson's Zedi Cloud SCADA Solutions Sales Order Confirmation
For Multiple Locations – Quote #: PN21 – 190770

Dear Mr. Little:

Thank you for choosing Emerson's Zedi Cloud SCADA Solutions. Our solutions enable users to monitor and remotely control well site equipment from our secure cloud application. Our Solutions provide data visibility and well control for key personnel across your organization while capturing real-time information with two-way communication for a variety of field devices, backed by experts from every angle.

A summary of your order is provided below:

- **\$ 9,912.57** (not including shipping/handling, installation, taxes or Zedi Access fees);
- Location(s)
Multiple Locations

Clarifications and Special Invoicing Notes:

- Please notify us If you wish to have any specific items included on your invoice – ie: your companies PO, Cost Coding Information etc.
- For City of Fairhope the payment terms with Emerson are Net 30.
- Pricing may change based on final site configuration.
- All monthly Zedi Access fees will commence from the commissioning date and will be invoiced on a monthly basis.
- Every location on Zedi Access is invoiced separately.
- Applicable taxes will apply to final price.
- All pricing is quoted in USD.

On the following pages you will find information and pricing for:

1. Scope of Work
2. Pricing Information
3. Ongoing Support Information:
 - Zedi Go
 - Contact Information
 - Business Hours
4. Terms of Quotation and Sale – Goods & Services

Emerson generally invoices hardware and services separately. If your order includes any hardware, a hardware invoice will be issued at time of shipping. Services will be invoiced after commissioning has been completed. All monthly Zedi Access fees will commence from the commissioning date and will be invoiced on a monthly basis.

I look forward to hearing from you soon. Please feel free to call me if you have any questions or need further clarification.

Our Emerson team looks forward to the opportunity to support City of Fairhope.

With appreciation,

J. Elkins

James Elkins
Strategic Account Executive
Phone: (346) 262-2533
Email: james.elkins@emerson.com

Table of Contents

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3. Ongoing Support Information.....	9
4. Terms of Quotation and Sale – Goods & Services.....	10
5. Sales Order Confirmation Agreement.....	15

1. Scope of Work

Existing Asset/Equipment:

- 5 x Single Pressure Monitoring Locations
- 1 x Dual Pressure Monitoring Location

Customer's Requirement:

To be able to monitor the pressure monitoring sites remotely via a cloud-based monitoring system.

Proposed Solution:

Emerson's Zedi Cloud SCADA is to provide a cloud-based monitoring solution for the pressure monitoring sites. Emerson will provide a self-contained pressure recorder with modem and battery to be installed on each site. Upon installation of the equipment on site, the communication will be established between the end device and Zedi Cloud Platform, and the data will be accessible over the Zedi Access web application and Zedi Go mobile app, live data screens will be configured, and accessibility will be granted to the Client Users.

Platform Implementation Services:

- A. Platform implementation is to be scheduled a minimum of 48 hours in advance, and an Emerson Automation Engineering Specialist will be assigned to the project.
- B. At the scheduled implementation time, the pressure data will be cross-checked between the Emerson Automation Engineering Specialist and customer's representative on site.
- C. Emerson Automation Engineering Specialist will create live data screens and accessibility profiles for all identified users.
- D. Upon completion of implementation and Emerson internal QA process, the customer will be notified via email and Zedi Access contract will start at the same time.

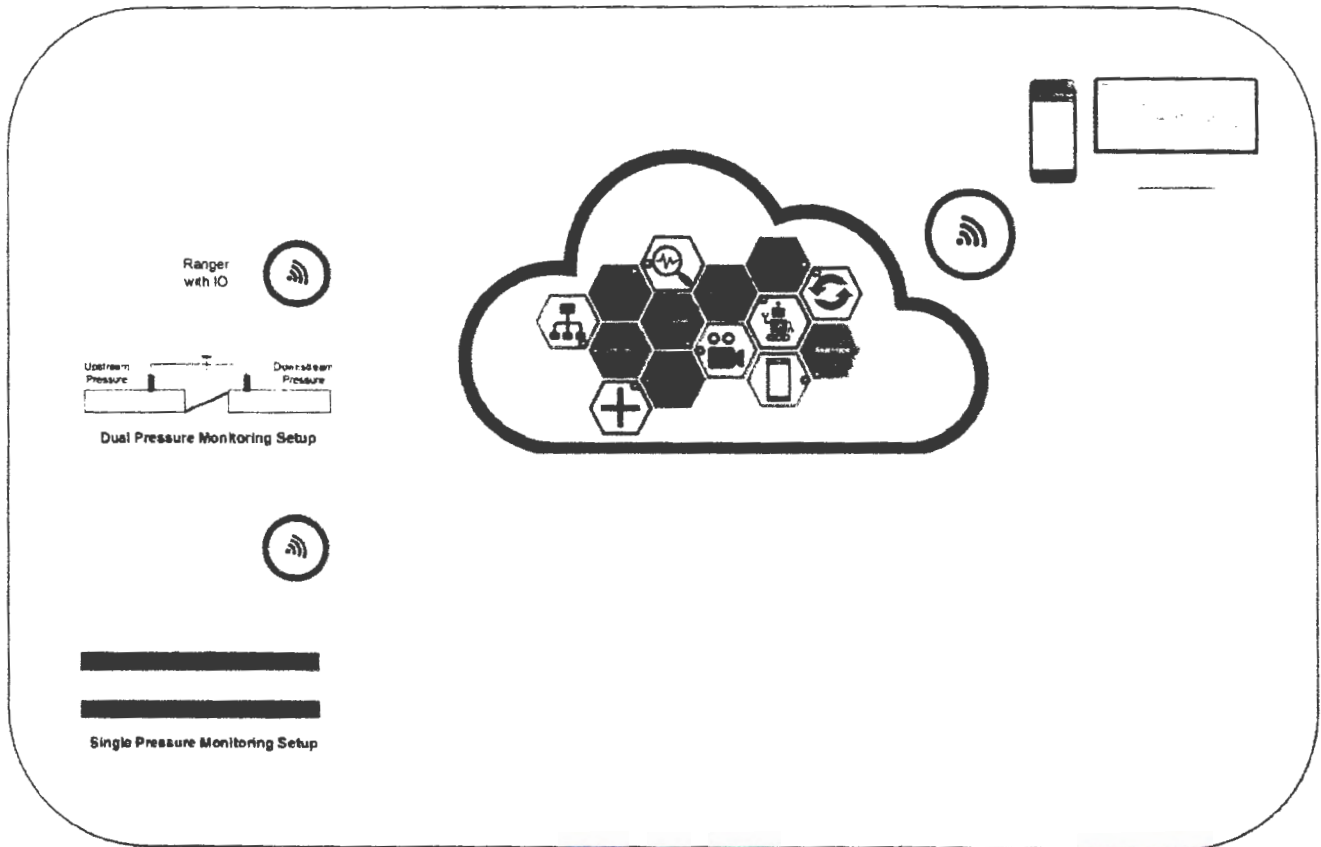
Timelines:

- Hardware delivery is estimated 4 weeks from Client sign-off.
- Live site on Zedi Access and Zedi Go with configured live data screens, and other platform functionalities will be delivered in one week from the implementation date.

Notes and Assumptions:

- Viable Verizon cell coverage on each site for cellular communication between the field device and Zedi Platform.
- The pressure sensor ranges are provided by customer. If other ranges are required, customer is to notify Emerson prior to the quote approval.
- Any change to the scope as stated in this scope of work, requested by the customer, will be considered change of scope/additional work. Emerson will submit a new proposal with the revised scope/additional work including updated bill of material and pricing. The timeline for the hardware and service delivery in this proposal will be updated accordingly.

Network Architecture Diagram:



Further Information and Special Requirements

1. All Emerson quotes are valid for 30 days from the posted date on the covering letter and are quoted in US dollars.
2. For City of Fairhope the payment terms with Emerson are Net 30.
3. Shipping, insurance, export and customs clearance charges are the responsibility of the customer (arrangements can be made through Emerson's Zedi shipping department).
4. All orders are subject to credit approval by Emerson. Emerson reserves the right to refuse shipment of any and all goods or provision of any and all Services identified in this document.
5. All sales orders are governed by *Emerson's Terms of Quotation and Sale – Goods and Services* provided to the customer, and acceptance of product or services confirms the customer's agreement to the Terms and Conditions.

2. Pricing Information

Main Items:

Emerson's Zedi Cloud SCADA Solutions		
Location	Multiple Locations	
Company	City of Fairhope	
Qty.	Description	Part Number
Single Pressure Sites		
4	Ranger-4DPak/IntAnt, LTE Verizon, 100 PSI	55210
1	Ranger-4DPak/IntAnt, LTE Verizon, 300 PSI	TBD
Dual Pressure Site		
1	Ranger OPPKIT LTE Verizon 4DPak/IntAnt, 3 - AIDI, w/ JB	52123
1	SF Pressure Transducer 100PSI, SST, 1/2" NPT, 1-5V, 1M cable	55203
1	SF Pressure Transducer 300PSI, SST, 1/2" NPT, 1-5V, 1M cable	55204
Engineering and Services		
12	Zedi Access Automation Engineering Support (Hourly)	20207
Note: 1. Shipping and Handling Charges are Extra 2. All orders are subject to credit approval by Emerson. Emerson reserves the right to refuse shipment of any and all goods or provision of any and all Services identified in this document. 3. Optional and Contract Items are excluded.		Total: \$ 9,912.57

Note: Shipping, insurance export and customs clearance charges are the responsibility of the customer. Arrangements can be made through Emerson's Zedi shipping department.

Contract Items:

Emerson's Zedi Cloud SCADA™ Solutions – Zedi Total Access Fees – Cellular				
Qty.	Description	Part Number	Monthly Total	Yearly Total
6	Edge Asset Recurring Fee (\$25.00 per month per site)	30107	\$ 150.00	\$ 1,800.00
6	10MB Data Plan Recurring Fee (\$15.00 per month per modem)	30105	\$ 90.00	\$ 1,080.00
Note: 1. Pricing quoted in USD		Total:	\$ 240.00	\$ 2,880.00

3. Ongoing Support Information

When you're in the field or simply away from a computer, easily access current production and operational data, instantly update systems, and directly control your field devices through an app designed specifically for oil and gas field operators.

Easily monitor and manage your production on the go:

- Easily view trend graphs of recent performance to assess operations while in the field
- Prioritize your work while in the field based on current alarm information

Change settings and issue commands directly from your mobile device

- Demand poll from your mobile device to quickly and easily update SCADA readings
- Save time and effort when doing plate changes by immediately updating measurement systems through your mobile device

Simplify the work of recording chart estimates

- Enter data and update production systems through your mobile device
- Optimize processes by viewing chart estimates and actuals from Zedi TrueChart side by side in a variance report

Use the same system in the field as in the office

- Download today and log in to Zedi Go using your current Zedi Access user account

Customer Service and Support

- Customer Service and Support available at:
 1-866-732-6967
zedi.support@emerson.com;

Standard Business Hours

- Standard Business hours are:
 - Monday to Friday – 9:00am to 6:00pm CST
 - Additional fees may apply to any work done outside of these hours.

4. Terms of Quotation and Sale – Goods & Services

Bristol, Inc.

These Terms govern Emerson's quotation and any resulting Contract for Emerson to supply Goods, Documentation, Software and Services.

1. **Quotation & Contract:** Emerson's quotation is valid for acceptance for 30 Days after its date, unless Emerson has stated a different period or withdraws it earlier. The PO must be in writing and has no effect until Acknowledgement. Emerson is not obliged to accept any PO. If there are any conflicts, discrepancies or ambiguities, the following order of priority applies: (1) the Acknowledgment, (2) these Terms, (3) the PO and (4) Emerson's quotation. Clauses 5 and 16 of these Terms take priority over the rest of these Terms. All communications about the Contract must be in English and state the Customer PO number and Emerson order number.
2. **Customer Duties:** Customer must in a timely manner supply the information, documents and instructions Emerson reasonably needs to proceed with its Contract duties. Customer is responsible for the accuracy and completeness of all information it supplies.

If Emerson performs Services at Site, Customer will not ask Emerson or Emerson Personnel to enter any agreement which imposes, waives, releases, indemnifies or otherwise limits or expands any rights or obligations in respect of Emerson or Emerson Personnel. Any such agreement is void.
3. **Delivery:**
 - 3.1 **Delivery and Performance Periods.** Delivery and performance periods begin on Acknowledgment. All delivery periods and dates stated are approximate. Emerson will not be liable for any damages caused by its failure to deliver or perform on time.
 - 3.2 **Delivery Terms.** Unless the Contract says otherwise, Emerson will deliver the Goods, Documentation and Software from its, its Affiliate's or third party's factory or warehouse (the point of delivery), Carriage Paid To (CPT) the place of destination named in the Contract (Incoterms® 2010). Customer will pay for freight, packing and handling at Emerson's then current rates.
 - 3.3 **Partial Shipments.** Emerson may make partial shipments. Emerson may ship batteries separately from the rest of the Goods. Hard copies of Documentation may be shipped separately from the Goods.
 - 3.4 **Storage.** Emerson may place Goods, Documentation and Software into a third party warehouse chosen by Emerson, at Customer's expense if Customer, by its acts or omissions, delays their shipment. On placing Goods, Documentation and Software in the warehouse, delivery is complete and risk and title in Goods and Documentation passes to Customer. This Clause 3.4 does not apply to Goods, Documentation and Software which Emerson or its Affiliate is to export from the United States.
4. **Title & Risk:** Even if the Contract says otherwise and except as stated in Clauses 3.4 and 5: (a) for any Goods and Documentation which Emerson or its Affiliate is to export from the United States, title and risk of loss will pass to Customer when they pass the territorial limits of the US; (b) for all other Goods and Documentation, title will pass to the Customer on delivery and risk of loss will pass to Customer under the Incoterms® 2010 rule stated in the Contract.
5. **Documentation, Software, Firmware and Intellectual Property, and SaaS Services:** Emerson and other owners will each keep all rights, interest and title in their respective Documentation, Software, and Firmware. Customer's use of Software and Firmware is governed exclusively by the Emerson's SaaS terms. If Software or Firmware is not governed by a separate Software License Agreement, Customer is granted a non-exclusive, royalty-free license to use that (a) Software only in conjunction with the Goods; and (b) Firmware in the Goods, only as incorporated in the Goods. In both cases, the license applies only at the Site where the Goods are first used. Customer may only copy Documentation (with its copyright notices unchanged) as needed to install, operate, re-calibrate, de-install, maintain and repair the Goods for its reasonable internal business purposes. Unless the Contract says otherwise, Documentation will consist of one copy only of Emerson's, its Affiliates', or the manufacturer's standard documents in English. Emerson is only required to supply third party documents if authorised to do so by the third party. Emerson may choose to supply Documentation by hard copy, by CD-ROM or other suitable media, or by download from a website.

6. Compensation

- 6.1 **Prices/Rates.** Unless the Contract says otherwise, the prices, Software license fees and rates: (a) are fixed for Goods, Documentation and Software licenses delivered and for Services performed within the period(s) stated in the Contract; (b) exclude all taxes (such as sales, use, value added and similar taxes), duties, levies and similar charges. Emerson will invoice all these taxes, duties, levies and charges unless it has received an appropriate exemption from Customer; (c) exclude freight, packing and handling; and (d) exclude the storage, installation, start-up and maintenance of the Goods and Software.
- 6.2 **Payment Terms.** (a) Customer will pay Emerson: (i) in full without set-off, counterclaim or withholding (except deductions required by Law); (ii) in the currency of Emerson's quotation; and (iii) within 30 days of the invoice date. (b) Emerson will invoice: (i) Goods (including part shipments), Documentation and Software license fees: on delivery. (ii) Services and storage costs under Clause 3.4: monthly in arrears. (a) Customer will pay Emerson by check or direct bank transfer to the Emerson bank account stated in the Contract or invoice, paid in either case from Customer's account with a bank in Customer's country. Emerson may reject payment by any other method. (b) Customer waives the right to dispute any invoiced amount unless Customer tells Emerson of the dispute (with detailed reasons) within 10 Days from the invoice date. All undisputed amounts are payable as set out in Clause 6.2(c). (c) Emerson may end the Contract or suspend performance (including withholding shipment and suspending performance of Services) if Customer fails or, in Emerson's reasonable opinion, appears likely to fail to make payment when due under the Contract or any other contract. This action will not subject Emerson to any penalty or affect its other rights. (d) Emerson may at any time demand such security for payment as Emerson may think reasonable, and Customer will provide the security within 10 Days after the request. This action will not affect any other right of Emerson. (e) Customer must pay all expenses (including attorneys' fees) incurred by Emerson in collecting late payments, up to the maximum amounts permitted by Law.

7. Warranties:

- 7.1 Emerson warrants that: Emerson will transfer title to the Goods (excluding Software and Firmware) to Customer under Clause 4; (a) Goods, Documentation and Services will conform with the Specification; (b) Goods made by Emerson or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; and (c) Emerson and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.
- 7.2 **Warranty Periods.** Unless otherwise specified by Emerson, the warranties in Clause 7.1 apply as follows: (a) **Goods:** until the earlier of 12 months from delivery. (b) **Services:** for 90 days from completion of the Services. (c) **Goods repaired, replacement items and Services re-performed:** from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).
- 7.3 **Warranty Procedure.** Clause 7.3 applies if, within the warranty period, Customer discovers any non-conformity with a warranty in Clause 7.1, tells Emerson in writing and, in the case of Goods, returns the non-conforming items at Customer's cost, freight and insurance pre-paid, to the repair facility chosen by Emerson. Where this Clause applies, Emerson will, at its sole option, either: (a) correct any non-conforming Documents and Services; or (b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location; or (c) instead refund the price of the non-conforming item.
- 7.4 **Exclusions from Warranty.** (a) The warranties in Clause 7.1(b), (c) and (d) exclude and Customer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Emerson; a modification or repair not approved by Emerson in writing; materials or workmanship made, provided or specified by Customer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Emerson. (b) Emerson will not pay any costs relating to non-compliance with a warranty in Clause 7.1, except where agreed in writing in advance. Unless accepted in writing by Emerson, Customer will pay: (i) all costs of dismantling, freight, reinstallation and the time and expenses of Emerson Personnel for travel under Clause 7; and (ii) all costs incurred by Emerson in correcting nonconformities for which Emerson is not responsible under Clause 7 and in examining items that comply with the warranties in Clause 7.1. (c) If Emerson relies on wrong or incomplete information supplied by Customer, all warranties are void unless Emerson agrees otherwise in writing. (d) Customer alone is responsible for the selection, maintenance and use of the Goods. (e) Resale Products carry only the warranty given by the original manufacturer. Emerson has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.
- 7.5 **Disclaimer.** The limited warranties set out in this Clause 7 are the only warranties made by Emerson and can be changed only with Emerson's signed written agreement. THE WARRANTIES AND REMEDIES IN CLAUSE 7 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.

8. **Changes:** No change to the Contract applies unless agreed in writing by Emerson and the Customer.

9. Termination:

- 9.1 **Termination for Default and Insolvency.** (a) Either party (Injured Party) may end the Contract wholly or partly by written notice to the other (Defaulting Party), if an Insolvency Event or Default Event affects the Defaulting Party. Termination under Clause 9.1 will not affect other rights of the Injured Party. (b) A **Default Event** occurs if all the following conditions are met: (i) Defaulting Party breaches a material duty under the Contract; (ii) Injured Party sends Defaulting Party a notice identifying the breach in sufficient detail; 10 Days after receiving the notice, Defaulting Party has not corrected the breach; and (i) if the breach cannot reasonably be corrected in 10 Days, Defaulting Party has not acted diligently to fix the breach. (c) An **Insolvency Event** means any of the following: (i) a meeting of creditors of Defaulting Party. (ii) a proposal for an arrangement or composition with or for the benefit of creditors of Defaulting Party (iii) a chargeholder, receiver, administrative receiver or similar person is appointed over or takes possession of material assets of Defaulting Party. (iv) a legal enforcement process is taken (and not discharged within 5 Days) against material assets of Defaulting Party. (v) Defaulting Party stops trading or cannot pay its debts. (vi) anyone gives notice of intention to appoint an administrator, or applies to court to appoint an administrator, in relation to Defaulting Party. (vii) a petition is presented (and not discharged within 20 Days) or a resolution is passed or an order made for winding-up, bankruptcy or dissolution of Defaulting Party. (viii) an event similar to any of (i) to (vii) in a jurisdiction where Defaulting Party is incorporated or resides or carries on business or has assets. (d) On termination under Clause 9.1(a), Customer will pay Emerson the price of Goods, Software, Documentation and Services already delivered. If Emerson was the Injured Party, Customer will also pay Emerson for work in progress under Emerson's then current policies and cancellation charges.
- 9.2 **Termination for Customer Convenience:** Customer may end the Contract in whole or in part for its own convenience only with Emerson's written agreement and following Emerson's then current policies and cancellation charges.
- 9.3 **Termination after 90 Days' Force Majeure:** Either party may end the Contract without liability by written notice to the other if performance of the Contract is delayed or prevented by a cause listed in Clause 12 for 90 Days. Unless prevented by a cause listed in Clause 12, Customer will pay Emerson for all Goods, Documentation, Software licenses and Services delivered before the notice was given and for work in progress.
10. **Customer Information:** Emerson may use and share Customer Information in accordance with data protection Law, as necessary to fulfil the Contract and to communicate with Customer for marketing purposes, including sharing: (a) Customer Information to its suppliers, for use in product registration and support and to comply with import and export control Law; (b) Customer Information and copies of the Contract to its agents and sales representatives, as necessary to fulfill the Contract.
11. **Intellectual Property Claims:** In Clause 11, an **Intellectual Property Claim** is a claim that Goods made or Documentation produced by Emerson infringe a valid intellectual property right (including patent, copyright, design right and trade mark) of the United States or of a country where the Contract states the Goods will be used. Clause 11 applies only while Customer does all the following: (a) promptly tells Emerson in writing that an Intellectual Property Claim has been threatened or filed; (b) allows Emerson complete control of the defense and settlement of the claim; and (c) gives all reasonable help and cooperation requested by Emerson for the defense. Emerson will indemnify and defend Customer against any Intellectual Property Claim brought by legal action. Emerson will only pay any final judgment or settlement resulting from the action. If the action results in an injunction against the use of any Goods or Documentation, Emerson will, at its sole option and expense, provide a commercially reasonable alternative. This may include procuring for Customer the right to continue using the Goods or Documentation or replacing them with a non-infringing item or changing them to become non-infringing or refunding their price. Emerson will not be liable for infringement, and Customer will indemnify Emerson, in each of these cases: (a) the infringement relates to goods not made by Emerson. (b) Emerson did not design the Goods or Documentation, or Emerson did not design them for use in the way or for the purpose that infringed intellectual property rights. (c) the Customer caused the Goods or Documentation to become infringing.
12. **Force Majeure:** Neither party is liable for non-performance or delay due to unforeseen circumstances or causes beyond its reasonable control, including acts of God; war; armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; Cyber Attacks; sabotage; strikes or labor disputes; civil disturbances or riots; governmental decisions, requests, restrictions, Law (including the denial, failure to issue or loss of export or re-export licenses); unavailability of or delays in transport; or shortage of materials or parts.

- 13. Export Controls and Compliance:** Customer and Emerson will comply with all: (a) export, import and other trade compliance Laws of the territories in which Customer and Emerson are established, from which the Goods, Firmware, Software, Services and any technical data are supplied or shipped, and to which the Goods, Firmware, Software, Services and any technical data will be taken or eventually used; and (b) Laws against bribery, corruption and money-laundering. Customer agrees not to use, transfer, release, export or re-export any Goods, Firmware, Software, Services or Emerson-supplied technical data contrary to trade compliance Law or to any license or required government authorization.
- Customer will give Emerson: (a) details of financial institutions and other parties involved in the transaction; (b) details of the end-destination, end-user and end-use of the Goods, Firmware, Software, Documentation and Services; (c) all information needed by Emerson to: (i) apply for necessary export and import licenses and government authorizations and (ii) comply with Laws against bribery, corruption and money-laundering and Emerson's policies on them; and (d) any trade compliance certification or letter of assurance requested by Emerson in relation to trade compliance Law.
- Neither Emerson nor Customer will engage in any activity that exposes the other party or an Affiliate to a risk of penalties under Laws forbidding improper payments, including bribes.
- 14. Laws and Regulations:** Both parties will comply with all Laws, except to the extent a party is prohibited from doing so based upon a conflict of Laws. The Contract does not require Emerson to collect, treat, recover or dispose of anything Law treats as 'waste'. If the Law on waste requires Emerson to dispose of something it supplied, Customer will, if allowed by Law, pay Emerson to dispose of it at Emerson's standard charge. If Emerson has no standard charge, Customer will pay Emerson's costs incurred in the disposal (including handling, transport and a reasonable mark-up for overhead). Each party must ensure that its Personnel will, while on the premises of the other party, comply with the other party's reasonable site rules on HSSE that are communicated in writing to the visitor before its arrival, and with the other party's reasonable instructions relating to HSSE. Emerson objects and does not agree to the application of any governmental procurement provision to the Contract.
- 15. Nuclear and Medical End-use:** GOODS, FIRMWARE, SOFTWARE, DOCUMENTATION, SERVICES AND THE PRODUCTS OF SERVICES SUPPLIED UNDER THE CONTRACT MUST NOT BE USED (i) IN CONNECTION WITH ANY MEDICAL, LIFE-SUPPORT OR RELATED APPLICATIONS, or (ii) UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES AND COMBINED WITH AN EXECUTED NUCLEAR DEFENSE & INDEMNIFICATION AGREEMENT, IN CONNECTION WITH ANY NUCLEAR OR NUCLEAR-RELATED APPLICATION(S). Regardless of whether Customer is the owner/operator of the nuclear, medical or other facility, Customer: (a) accepts all Goods, Software, Documentation, Services and products of Services with these restrictions; (b) agrees to communicate these restrictions in writing to all later buyers or users; and (c) agrees to defend and indemnify Emerson and Emerson Affiliates from all claims, arising from such use of Goods, Firmware, Software, Documentation, Services and products of Services.
- This indemnity covers every sort of claim, including allegations of negligence, strict liability or product liability.
- 16. Limitation of Liability:** EMERSON AND ITS AFFILIATES WILL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF CUSTOMER STATED IN THIS CONTRACT ARE EXCLUSIVE. REGARDLESS OF THE TYPE OF THE CLAIM (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), EMERSON'S AND ITS AFFILIATES' LIABILITY TO CUSTOMER AND ITS AFFILIATES WILL NEVER EXCEED THE CONTRACT PRICE. NEITHER PARTY WILL EVER BE LIABLE FOR(A) DAMAGES FOR LOSS OR CORRUPTION OF DATA OR CYBER ATTACKS, OR (B) INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. "CONSEQUENTIAL DAMAGES" INCLUDE BUT ARE NOT LIMITED TO LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, REPLACEMENT PRODUCT AND CLAIMS OF EACH PARTY'S AFFILIATES. No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.
- 17. Applicable Law, Disputes, Notices:** If the Customer is a Canadian entity then then the Contract shall be governed by the laws of Alberta, Canada without regard to its conflict of laws provisions and the parties consent to the exclusive venue of the courts located in Alberta, Canada. If the Customer is not a Canadian entity then Missouri law governs the Contract and its interpretation. The parties agree to exclude any effect on that law of the 1980 United Nations' Convention on Contracts for the International Sale of Goods and, so far as legally possible, any rules which might apply the laws of another jurisdiction. The State of Missouri's courts or the U.S. federal district courts in Missouri have exclusive jurisdiction over all disputes arising out of the Contract. All notices and claims connected with the Contract must be in writing.
- 18. Entire Agreement:** The Contract is the exclusive and entire agreement between the parties on its subject matter. At Acknowledgment, the Contract supersedes all previous or existing agreements, negotiations, representations and proposals, whether written, oral, express or implied, on that subject matter.

19. Definitions: In these Terms:

Acknowledgement is Emerson's written acceptance of the PO by means of Emerson's standard order acknowledgement form, including all text on the form and its attachments.

Affiliate of an entity is any body that entity controls, is controlled by or is under common control with. 'Control' of an entity means the direct or indirect beneficial ownership of more than half the shares, or other participating interest with the right to vote or to receive profits of that entity.

Contract is the agreement between Customer and Emerson for the supply of the Goods and any Documentation, Software and Services. The Contract consists of: Emerson's quotation, the PO, the Acknowledgement, these Terms, and all other documents contained or referred to in the agreement. (See Clause 1.3 for the order of priority of these documents.)

Contract Price is the total price the Customer must pay Emerson for the Goods, Documentation, Services and Software licenses.

Customer is the buyer of the Goods, Documentation, Services and Software licenses. Customer Information is: (a) Customer's name, address, phone number, ship-to recipient and address; (b) similar details for the end-user (if that is not the Customer); and (c) Customer's primary contact's name, address, phone number, and email address.

Cyber Attack: Means cyber attack, intrusion attempt, unauthorized third party access, and other malicious activity.

Day: Is any day except Saturdays, Sundays and public holidays at Emerson's office named in the Contract.

Documentation: Means any manuals, drawings and other documents Emerson must supply with the Goods, Software and Services.

Emerson: is (i) EECL if the Customer is located in Canada, or (ii) Bristol, Inc., if the Customer is located anywhere else in the world, which issues the Acknowledgement.

Firmware: Is any firmware incorporated into Goods Emerson must supply under the Contract.

Goods: Are the goods Emerson must supply under the Contract.

HSSE: Is health, safety, security and the environment.

Law: Is applicable law, including statutory rules and regulations, decrees, directives, orders, by-laws and ordinances having the force of law.

Personnel: Is anyone who works for a party (or for an Affiliate or subcontractor of that party). It includes both employees and contract staff.

PO: Is Customer's purchase order or acceptance of Emerson's quotation, for the supply of the Goods, Software, Documentation and Services.

Resale Products: Are Goods Emerson buys from anyone except an Emerson Affiliate for resale to Customer.

Services: Are any services Emerson must perform under the Contract.

Site: Means the places not belonging to Emerson or to an Emerson Affiliate, which are identified in the Contract as where the Goods are to be installed, and the Services performed.

Software: Is any software Emerson must supply under the Contract

Specification: Is the agreed specification of the Goods, Documentation and Services identified in the Contract or, if none is identified, Emerson's standard published specification.

Bristol, Inc.

May, 2020

5. Sales Order Confirmation Agreement

The terms of this offer are confidential and cannot be disclosed to any person other than those within City of Fairhope who need to know in order to evaluate this Sales Order Confirmation (SOC). If this SOC is satisfactory, please indicate your agreement with the foregoing by signing below. We look forward to proceeding with this project.

Please Provide Cost Coding Information below:
otherwise please put N/A:

AFE#:

Cost Code:

PO#:

Other Invoice Instructions:

**For: Bristol Inc. dba Remote
Automation Solutions**

For: City of Fairhope

Signature: _____

Signature: _____

I have authority to bind this document

Name: _____

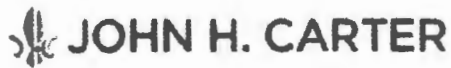
Name: Sherry Sullivan

Title: _____

Title: Mayor, City of Fairhope

Date: _____

Date: _____



April 21, 2021

Mr. Jeremy Little
555 Section Street
Fairhope, AL 36533

Dear Jeremy,

We are pleased to advise that John H. Carter Company, Inc. is the Emerson Impact Partner for Fairhope, and all other locations in the southern third of Alabama, lower portion of Mississippi, the Florida panhandle, and all of Louisiana.

As such, John H. Carter Company, Inc., or its subsidiary, ControlWorx LLC, are the sole providers of Zedi, which is an Emerson owned company, in the Picayune area. You may also see Bristol Babcock Inc. mentioned in proposals presented by our Zedi sales team. Bristol Babcock Inc. is another Emerson owned business that handles the billing for Zedi.

You likely do not see any reference to John H. Carter in the proposal you received from Kane Duplechain, our Zedi Regional Area Manager, but rest assured that all new Zedi/Bristol Babcock business in the Fairhope area is done jointly with John H. Carter, Inc. or its subsidiary ControlWorx LLC.

If there are any questions related to this matter, please address them to me at your convenience. We truly appreciate this opportunity to serve you.

Respectfully yours,

Kelly Armstrong, Zedi Product Manager

John H, Carter Company, Inc.

2203 Perimeter Rd.

Mobile AL, 36615

(903)445-1965

Kelly.Armstrong@johnhcarter.com

cc: Brannon Cook



Emerson Automation Solutions
5200 Emerson Way
McKinney, TX 7507
USA

Tel: 972-542-9512
Fax: 972-542-6493

August 5, 2019

CERTIFICATION

This letter is to confirm that John H. Carter is an Impact Partner of our company, Emerson Process Management Regulator Technologies, Inc., a business unit of Emerson Electric and part of the Emerson Automation Solutions group (referred to hereafter as Emerson). Emerson Impact Partners are the exclusive suppliers of all brands of Regulator Technologies' products, including Fisher®, Enardo®, Anderson Greenwood®, Crosby®, and Yarway® ARC valves.

They are authorized to receive notifications and inquiries, to represent Emerson in administrative matters, submit offers to sell, and to receive purchase orders.

In the course of their representation they may also, as required on behalf of Emerson, present and receive documents, quotations, and warranty statements.

They may also follow up to ensure those quotations, purchase orders, and warranties are carried out to the satisfaction of the customers.

Their contact information is as follows:

John H. Carter
17630 Perkins Road
Baton Rouge, LA 70810
225-751-3788

Please do not hesitate to let me know if you have any questions.

Sincerely,

Curtis Bagby
Vice President



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: Jeremy Little

Date: 12/7/2021

Department: Gas

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
\$5,001 and greater	Operational NON -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

QUOTES

	Vendor Name		Vendor Quote
1.	Bristol, Inc	\$	9,912.57
2.		\$	
3.		\$	

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Pressure Monitoring Sysytem
- What is the total cost of the item or service? \$9,912.57
- How many do you need? 6
- Item or Service Is: New Used Replacement Annual Request
- Vendor Name (Lowest Quote): Bristol, Inc
- Vendor Number: 6700
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? Yes No Emergency Request
- If budgeted, what is the budgeted amount? \$15,000
- Budget code: 002-59500

**Email completed form with quotes and other supporting documentation to
Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.**

RESOLUTION NO. _____

WHEREAS, on October 1, 2018 the City of Fairhope entered into a contract with Mobile Infirmiry Association d/b/a iHealthy Community for Wellness and Disease Management Services to City Employees.

WHEREAS, on September 27, 2021 the City Council authorized the extension of the contract between the City of Fairhope and Mobile Infirmiry Association d/b/a iHealthy Community to end on December 31, 2021;

WHEREAS, Mayor Sherry Sullivan is desirous of the City Council to extend the contract until February 28, 2022.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby authorizes Mayor Sherry Sullivan to extend the contract between the City of Fairhope and Mobile Infirmiry Association d/b/a iHealthy Community until February 28, 2022; and to sign the necessary paperwork to terminate contract after the extension expires.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Kimberly Creech
Sent: Thursday, December 9, 2021 2:37 PM *ZAH*
To: Lisa A. Hanks, MMC
Cc: Sherry Sullivan; hr
Subject: IHealthy wellness program

Lisa,

Ihealthy's wellness program will end 12/31/2021 and the Symbol Clinic will not open until around the end of the January 2022. Can you please put on the December 22nd meeting to extend Ihealthy contract until February 28, 2022. If you need additional information, please let me know.

Thanks

Kim Creech
City Treasurer
City of Fairhope
P O Drawer 429
Fairhope, AL 36533
251-928-2136
Email: Kim.creech@fairhopeal.gov



RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the negotiated price for Bid No. 004-22 North Summit Street - Bank Stabilization and awards the bid to John G. Walton Construction Company for a not-to-exceed amount of \$760,602.02 with reimbursement available for this project in the amount of \$508,326.66 from NRCS EWP Funds.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 12/8/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Negotiated Price for Bid No. 004-22 Summit Drive NRCS EWP Project

Project Location: Summit Drive

Presented to City Council: 12/22/2021

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution #:
 Approved _____
 Changed _____
 Rejected _____

Project Cash Requirement Requested:
 Cost: \$ 760,602.02 (Not-to-Exceed)

Vendor: John G. Walton Construction

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
 Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30 Elected Off

Project will be:

Expensed
 Capitalized XXX
 Inventoried

Funding Source:

Operating Expenses
 Budgeted Capital XXX
 Unfunded

Expense Code: 103-52125
G/L Acct Name: NRCS-EWP-North Summit Drive

Project Budgeted: \$ 470,000.00
 Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ 290,602.02

Grant: \$508,326.66 Federal (Not-to-Exceed)
 _____ State
 _____ City
 _____ Local

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

Capital Lease: _____ **Payment:** _____ **Term:** _____

Comments:

NRCS Federal Grant reimbursement: \$462,115.15 for construction costs and \$46,211.51 for TA costs. FY2022 Budgeted NRCS grant revenue of \$333,300.

City Council Prior Approval/Date? _____

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>12/15/2021</u>	Purchasing Memo Date: <u>12/15/2021</u>	Delivered To Date: <u>12/15/2021</u>
Request Approved Date: <u>12/15/2021</u>	Request Approved Date: <u>12/15/2021</u>	Approved Date: <u>12/15/2021</u>
Signatures: <u>Aislinn M Stone</u>	Signatures: <u>Kim Creech</u>	Signatures: <u>Mayor Sherry Sullivan</u>



MEMO

Sherry Sullivan
Mayor

To: Lisa A. Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Cory Pierce, Purchasing Manager

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

Date: December 15, 2021

Re: Approval of negotiated not-to-exceed price for Bid No. 004-22 Summit Drive NRCS EWP Project

Lisa A. Hanks, MMC
City Clerk

Bid No 004-22 Summit Drive NRCS EWP Project was issued on Thursday, October 28, 2021. This Invitation to bid was viewed by 93 of the 318 vendors through the City's website and posted on the City's bulletin board.

Kimberly Creech
City Treasurer

A mandatory pre bid meeting was held on Wednesday, November 10, 2021, at 11:00 A.M. (attended by 1 contractor) and Bid Responses were received until Thursday, November 18, 2021, at 11:00 A.M. The City received one bid response, from John G. Walton Construction Company, Inc.

With only one valid bid received and all bids rejected to Bid No. 004-22 Summit Drive NRCS EWP Project; the City Council authorized the Mayor to negotiate a contract with the one bidder on Monday, December 13, 2021 (Resolution No.4304-21), pursuant to the Code of Alabama 1975, Section 39-2-6(b).

The area where we determined there is potential for savings is the Earth Fill item for the free drainage select fill material behind the retaining wall. The contractor's original unit price for this item reflected the cost of the material hauled from a borrow source near Atmore, AL to the job site. To provide savings for the project a free draining sand material was sampled from a local borrow pit and was tested to determine if it would meet the project specifications. Attached are the lab test results for this materials gradation and direct shear test results from Geocon Engineering and Testing that show the Earth Fill from the local borrow pit meets project specifications. This will result in a cost savings of One Hundred Ten Thousand Seven Hundred Forty Dollars (\$110,740.00) from the original bid response.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Please create a Green Sheet and place on the next City Council Agenda this request to award this negotiated price for Bid No. 004-22 Summit Drive NRCS EWP Project to John G. Walton Construction Company for a not-to-exceed price of Seven Hundred Sixty Thousand Six Hundred Two Dollars and Two Cents (\$760,602.02).

251-928-2136

Cc: file; Richard Johnson, Clint Steadham

251-928-6776 Fax
www.FairhopeAL.gov

PROPOSAL



John G. Walton Construction Co., Inc.

1806 Wolf Ridge Road

Mobile, AL 36618

Contact: Shaun Stapleton

Phone: 251-342-6250

Fax: 251-342-6290

Quote To:

Job Name:

Summit Drive Drainage

Phone:

Date of Plans:

Email:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Clearing & Grubbing (0.6 Acres)	1.00	LS	29,247.49	29,247.49
20	Structure Removal (HDPE Drains)	1.00	LS	9,523.77	9,523.77
30	Structure Removal (Debris Shoot)	1.00	LS	5,464.40	5,464.40
40	Pollution Control (Silt Fence)	340.00	LF	9.04	3,073.60
50	Pollution Control (Wattles)	80.00	LF	12.30	984.00
60	Pollution Control (Construction Entrance)	1.00	EA	43,689.45	43,689.45
70	Seeding & Mulching	0.50	ACRE	5,411.72	2,705.86
80	Solid Sodding	1,600.00	SY	6.78	10,848.00
90	Mobilization & Demobilization	1.00	LS	37,336.22	37,336.22
100	Unclassified Excavation	4,130.00	CY	25.06	103,497.80
110	Earthfill (Select Fill Free draining wall Material	7,000.00	CYTB	17.05	119,350.00
120	Rockfill (No. 4 Stone for Wall Face)	660.00	TON	68.87	45,454.20
130	Topsoiling (4" Thick) from Stockpiles	250.00	CY	32.92	8,230.00
140	Rock Rip Rap CL 2	80.00	TON	113.31	9,064.80
150	Geotextile (8oz Non-woven filter blanket)	250.00	SY	7.37	1,842.50
160	Concrete Pipe Drains (18" RCP)	104.00	LF	82.76	8,607.04
170	Precast Concrete Inlet (Weir)	2.00	EA	6,969.05	13,938.10
180	6" HDPE Slope Drains	415.00	LF	27.05	11,225.75
190	Chain Link Fence	340.00	LF	30.00	10,200.00
200	Welded Wire Form Retaining Wall	7,672.00	SF	37.32	286,319.04
GRAND TOTAL					760,602.02

NOTES:

1. All items not specifically Included are Excluded.

COMPACTION TEST REPORT

Curve No.: 1

Project No.: JG 1893-21

Date: 11/22/2021

Project: Fairhope Gulley Project

Client: The City of Fairhope

Location: Fairhope, AL

Sample Number: 1 Depth: Fill

Remarks:

MATERIAL DESCRIPTION

Description: Tan Sand with Silt

Classifications -

USCS: SP-SM

AASHTO:

Nat. Moist. =

Sp.G. = 2.65

Liquid Limit =

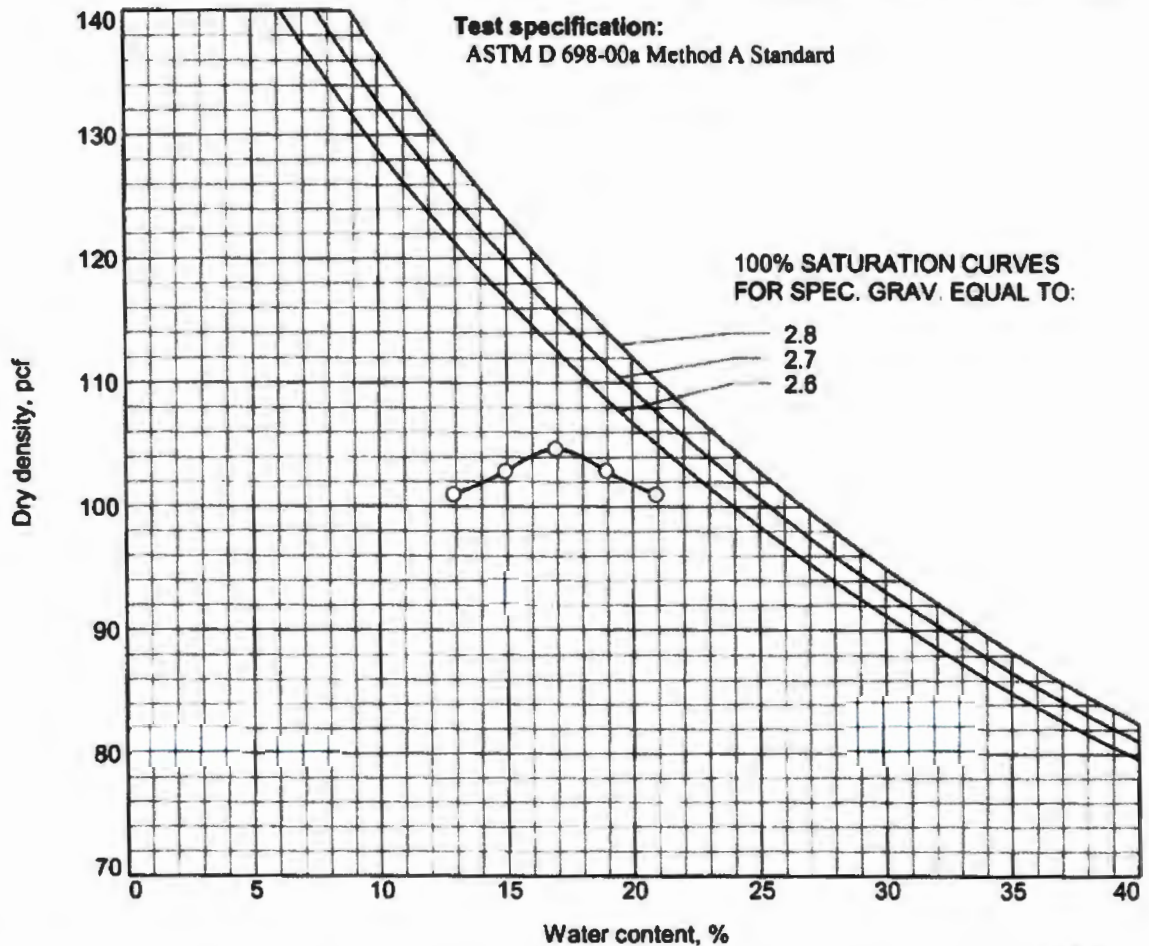
Plasticity Index =

% < No.200 = 5.4 %

TEST RESULTS

Maximum dry density = 104.7 pcf

Optimum moisture = 16.9 %



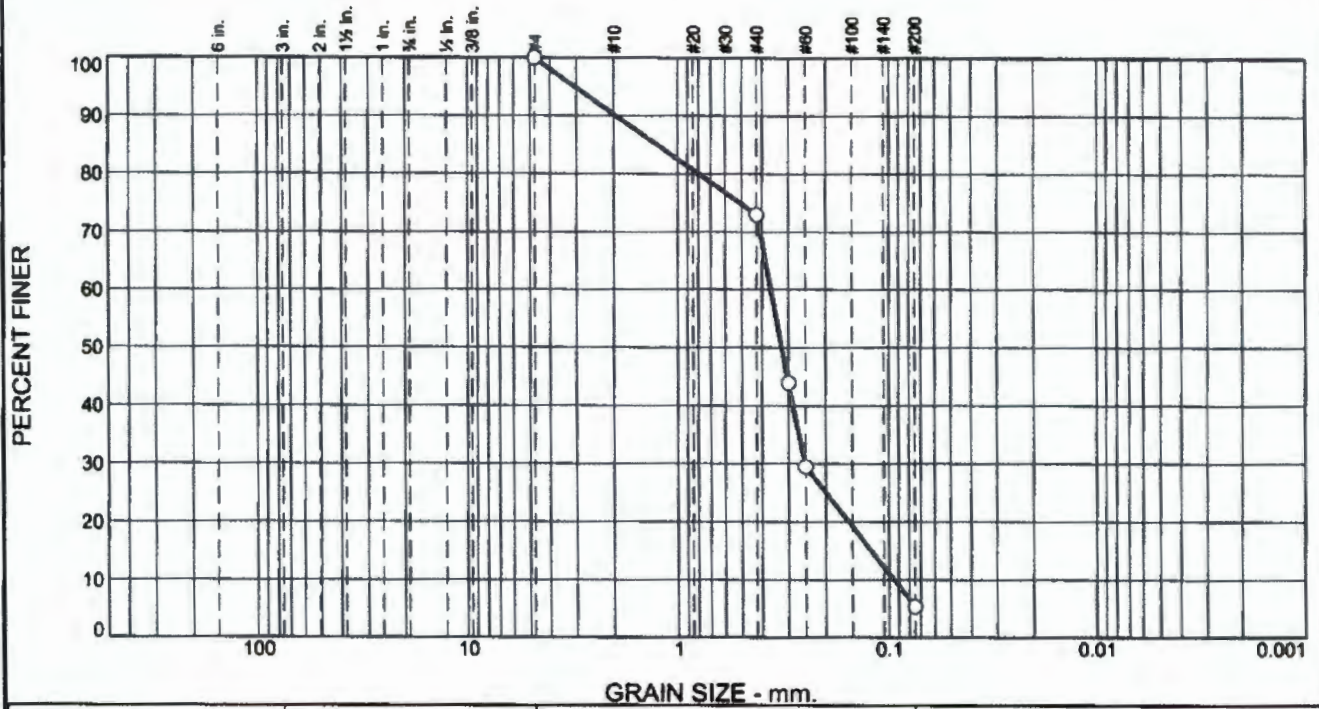
GeoCon

Figure

Tested By: CC

Checked By: DM

Particle Size Distribution Report



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	0.0	0.0	9.7	17.3	67.6	5.4	

TEST RESULTS			
Opening Size	Percent Finer	Spec.* (Percent)	Pass? (X=Fail)
#4	100.0		
#40	73.0		
#50	44.0		
#60	29.5		
#200	5.4		

Material Description

Tan Sand with Silt

Atterberg Limits (ASTM D 4318)

PL= 12 LL= 12 PI= 0

Classification

USCS (D 2487)= SP-SM AASHTO (M 145)=

Coefficients

D ₉₀ = 1.9457	D ₈₅ = 1.2453	D ₆₀ = 0.3620
D ₅₀ = 0.3220	D ₃₀ = 0.2517	D ₁₅ = 0.1213
D ₁₀ = 0.0945	C _u = 3.83	C _c = 1.85

Remarks

Date Received: 11/22/2021 Date Tested: _____

Tested By: CC _____

Checked By: DM _____

Title: _____

(no specification provided)

Location: Fairhope, AL Date Sampled: _____
 Sample Number: 1 Depth: Fill

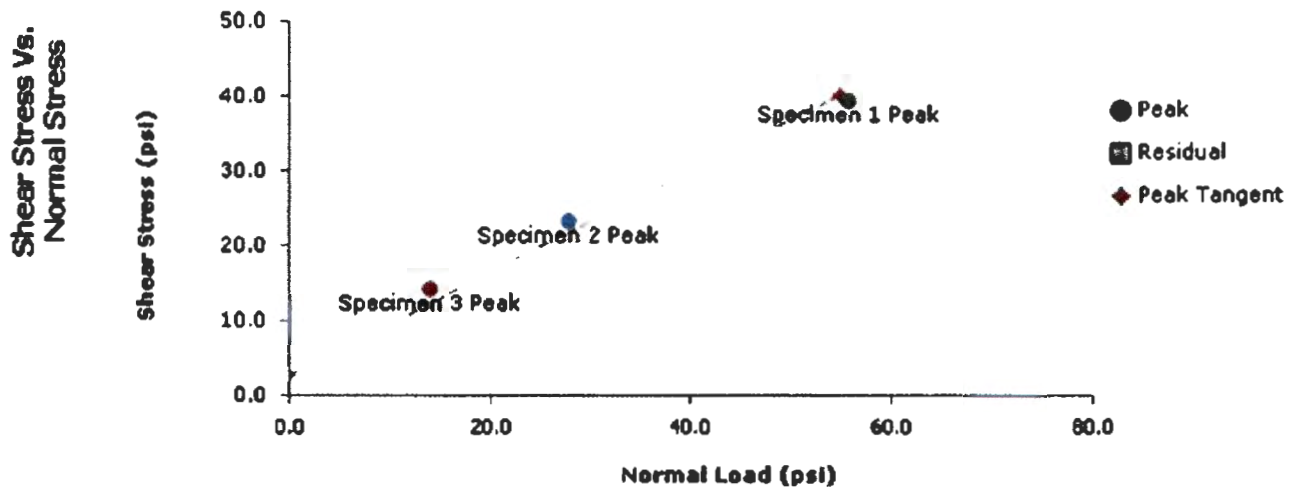
GeoCon Robertsdale, Alabama	Client: The City of Fairhope Project: Fairhope Gully Project Project No: JG 1893-21
--	---

Figure

Direct Shear Test

ASTM D 3080

Project: Fairhope Gulley Project
 Project Number: JG 1893-21
 Location:
 Client Name: Geocon - The City of Fairhope



C (psi): 2.7
 Phi (°): 34.4

Residual C (psi): NA
 Residual Phi (°): NA

	Specimen Number								
	Initial	1	2	3	4	5	6	7	8
Moisture (%):		16.2	15.9	16.2					
Dry Density (pcf):		101.9	102.2	101.8					
Void Ratio:		0.624	0.619	0.626					
Saturation (%):		68.8	68.0	68.5					
Diameter (in):		2.5000	2.5000	2.5000					
Height (in):		1.0000	1.0000	1.0000					
		1	2	3	4	5	6	7	8
Moisture (%):		20.4	20.9	20.9					
Dry Density (pcf):		104.7	104.5	105.0					
Void Ratio:		0.580	0.582	0.575					
Saturation (%):		93.5	95.1	96.4					
Height (in):		1.0000	1.0000	1.0000					
Normal Stress (psi):		55.6	27.8	13.9					
Peak Shear Stress (psi):		39.5	23.2	14.3					
Residual Stress (psi):		NA	NA	NA					
Horizontal Deformation (%):									
Rate (in/min):		0.009000	0.009000	0.009000					

Project Name: Fairhope Gulley Project Project Number: JG 1893-21

Checked By:

Date

Direct Shear Test

ASTM D-3080

Project: Fairhope Gulley Project
Project Number: JG 1893-21
Sampling Date: 12/10/2021
Sample Number: S-1
Sample Depth:
Location:
Client Name: Geocon - The City of Fairhope
Remarks:

Information Parameter	Specimen Number							
	1	2	3	4	5	6	7	8
Liquid Limit:	0	0	0					
Plastic Limit:	0	0	0					
Specific Gravity:	2.65	2.65	2.65					
Specific Gravity Method:	ASSUMED	ASSUMED	ASSUMED					
Initial Parameter	1	2	3	4	5	6	7	8
Test Temperature (°C):	0.0	0.0	0.0					
Sample Shape:	ROUND	ROUND	ROUND					
Height (in):	1.0000	1.0000	1.0000					
Diameter (in):	2.5000	2.5000	2.5000					
Area (in²):	4.909	4.909	4.909					
Volume (in³):	4.9087	4.9087	4.9087					
Moisture (%):	16.2	15.9	16.2					
Dry Density (pcf):	101.9	102.2	101.8					
Wet Density (pcf):	118.4	118.4	118.2					
Saturation (%):	68.8	68.0	68.5					
Void Ratio:	0.624	0.619	0.626					
Porosity (%):	38.4	38.2	38.5					
Consolidation Parameter	1	2	3	4	5	6	7	8
Initial Reference Height (in):	1.0000	1.0000	1.0000					
Final Reference Height (in):	1.0000	1.0000	1.0000					
Height (in):	1.0000	1.0000	1.0000					
Test Parameter	1	2	3	4	5	6	7	8
Moisture Content (%)	20.4	20.9	20.9					
Dry Density (pcf):	104.7	104.5	105.0					
Wet Density (pcf):	126.1	126.4	127.0					
Saturation (%):	93.5	95.1	96.4					
Void Ratio:	0.580	0.582	0.575					
Porosity (%):	36.7	36.8	36.5					

Project Name: Fairhope Gulley Project Project Number: JG 1893-21

Checked By:

Date

Direct Shear Test

ASTM D-3080

Project: Fairhope Gulley Project
Project Number: JG 1893-21
Sampling Date: 12/10/2021
Sample Number: S-1
Sample Depth:
Location:
Client Name: Geocon - The City of Fairhope
Remarks:

Specific Gravity: 2.65



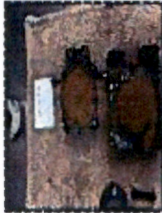





Plastic Limit: 0

Liquid Limit: 0

Type:

Soil Classification:

Specimen Description: Tan, SAND

Specimen 1 Failure Sketch	Specimen 2 Failure Sketch	Specimen 3 Failure Sketch	Specimen 4 Failure Sketch	Specimen 5 Failure Sketch	Specimen 6 Failure Sketch	Specimen 7 Failure Sketch	Specimen 8 Failure Sketch
							

Project Name: Fairhope Gulley Project Project Number: JG 1893-21

Checked By:

Date:

Direct Shear Test

ASTM D-3080

Specimen 1

Test Description: Direct Shear Test of Soils

Other Associated Tests:

Device Details:

Test Specification:

Test Time: 12/10/2021

Technician: B.Hak

Specimen Code:

Specimen Description: Tan, SAND

Specific Gravity: 2.65

Plastic Limit: 0

Test Remarks:

Sampling Method:

Specimen Lab #:

Liquid Limit: 0

Specimen 2

Test Description: Direct Shear Test of Soils

Other Associated Tests:

Device Details:

Test Specification:

Test Time: 12/10/2021

Technician: B.Hak

Specimen Code:

Specimen Description: Tan, SAND

Specific Gravity: 2.65

Plastic Limit: 0

Test Remarks:

Sampling Method:

Specimen Lab #:

Liquid Limit: 0

Direct Shear Test

ASTM D-3080



Test Description: Direct Shear Test of Soils

Other Associated Tests:

Device Details:

Test Specification:

Test Time: 12/10/2021

Technician: B.Hak

Specimen Code:

Specimen Description: Tan, SAND

Specific Gravity: 2.65

Plastic Limit: 0

Test Remarks:

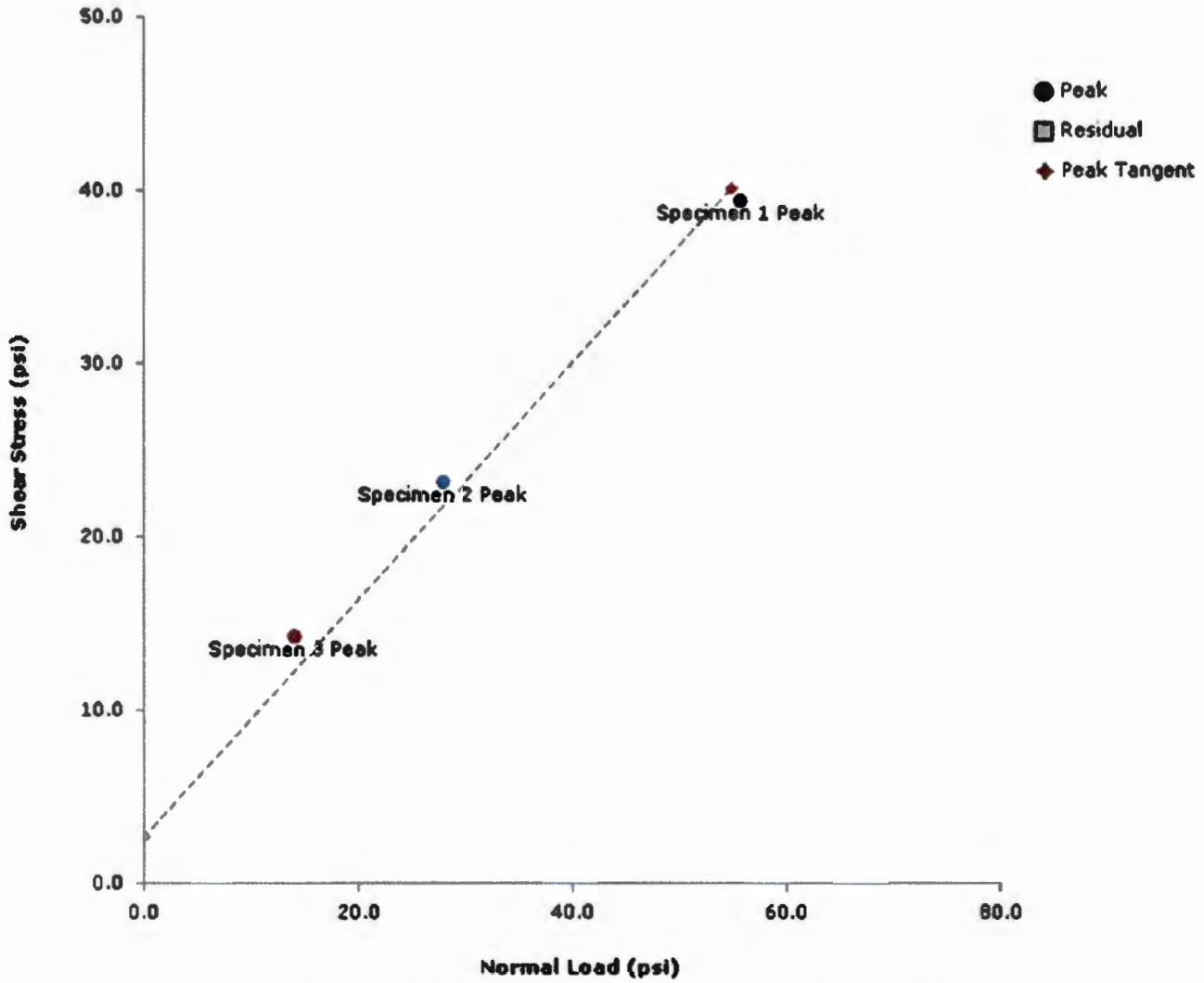
Sampling Method:

Specimen Lab #:

Liquid Limit: 0

Direct Shear Test - Shear Stress Vs. Normal Stress

ASTM D-3080



Tangent Results		
	C (psi)	Phi (°)
Peak Tangent:	2.7	34.4
Residual Tangent:	NA	NA

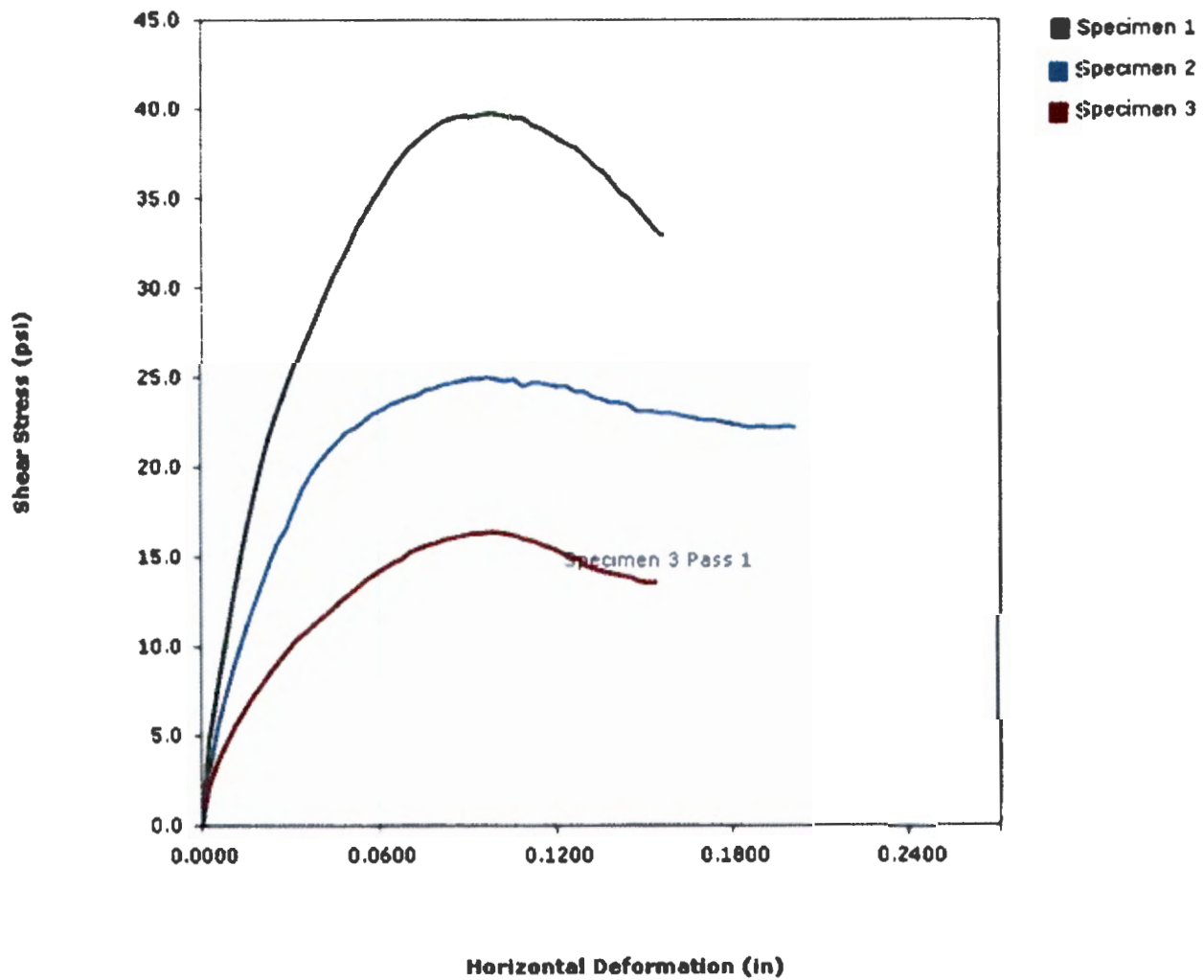
Project Name: Fairhope Gulley Project Project Number: JG 1893-21

Checked By:

Date:

Graph - Stress Deformation

ASTM D 3080



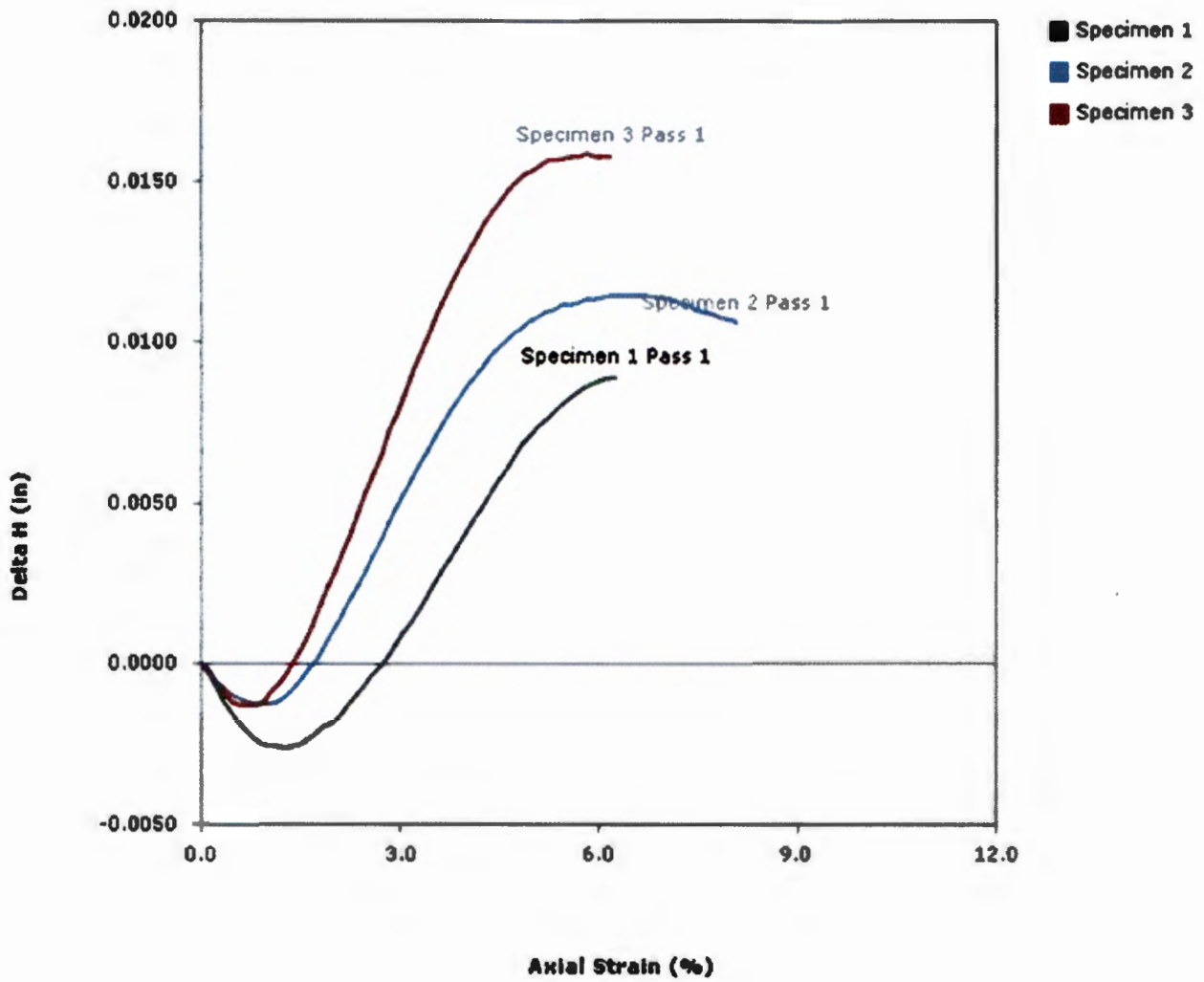
Project Name: Fairhope Gutley Project Project Number: JG 1893-21

Checked By:

Date:

Graph - Delta H

AS1M11-3080



Project Name: Fairhope Gulley Project Project Number: JG 1893-21

Checked By

Date



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

December 14, 2021

Mr. Richard Johnson, P.E.
City of Fairhope
P O Box 429
Fairhope, AL 36532

RE: Summit Drive NRCS EWP Project PW002-22: Bid No. 004-22

Dear Mr. Johnson,

On November 18, 2021, the city received one bid for the referenced project from John G. Walton Construction Company for an amount of \$871,342.02. At the December 13, 2021, City Council meeting the Council decided to reject the bid and enter negotiations with the contractor to value engineer the project. The area where we determined there is potential for savings is the Earth Fill item for the free drainage select fill material behind the retaining wall. The contractor's original unit price for this item reflected the cost of the material hauled from a borrow source near Atmore, AL to the job site. To provide savings for the project a free draining sand material was sampled from a local borrow pit and was tested to determine if it would meet the project specifications. Attached to this letter are lab test results for this materials gradation and direct shear test results from Geocon Engineering and Testing that show the Earth Fill from the local borrow pit meets project specifications. As a result, John G. Walton Construction Company has submitted a new project proposal with updated pricing for the Earth Fill item that result in a new project total of \$760,602.02, which is a cost savings of \$110,740.00. I have attached the updated proposal from the contractor along with the lab test results for the new borrow source.

Based upon the attached information, Sawgrass Consulting recommends this updated proposal to the City for review and approval. If you have any questions or need additional information, please contact me at 251-544-7900, ext. 206.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaye Robertson', is written over a rectangular area. Below the signature, the name and title are printed.

Jaye Robertson, PE
Project Manager

Enclosures



P.O. Box 2447
Columbus, Georgia 31902 • Call 1-706-563-7882 • www.foleyproducts.com

Date: 12/15/2021

Page 1 of 1

Project: NRCS EWP's 2021

NRCS FUNDS -

FEDERAL - \$ 652,125.00
(CONST.)

(COVERED)
QUAIL CREEK - NRCS PORTION - \$ 253,346.47

75% = \$ 190,009.85

FEDERAL BALANCE - \$ 652,125.00 - \$ 190,009.85
= \$ 462,115.15

N. SUMMIT (V.E. PRICE) = \$ 760,602.02

75% = \$ 570,451.52

DIFFERENCE - \$ 108,336.31

ACTUAL COVERED BY NRCS - 60.75%

REMAINING TA FUNDS - \$ 65,212.50 - \$ 19,000.99 (QC)
= \$ 46,211.51

REIMBURSEMENT AVAILABLE FOR
N. SUMMIT NRCS EWP

\$ 508,326.66



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR214101XXXXC004	2. Amendment Number	3. Award /Project Period NRCS signature date - 03/10/2022	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 3381 Skyway Drive Auburn, AL 36830-6443		6. Recipient Organization (Name and Address) CITY OF FAIRHOPE PO DRAWER 429 FAIRHOPE AL 36533-0429 DUNS Number: 071935902 EIN:	
7. NRCS Program Contact Name: VERNON ABNEY Phone: (334) 887-4536 Email: vernon.abney@usda.gov	8. NRCS Administrative Contact Name: MOIRA SANFORD Phone: (614) 255-2495 Email: MOIRA.SANFORD@USDA.GOV	9. Recipient Program Contact Name: Richard Johnson, PE Phone: (251) 928-8003 Email: richard.johnson@fairhopeal.gov	10. Recipient Administrative Contact Name: Jessica Walker Phone: (251) 928-8003 Email: jessica.walker@fairhopeal.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action New Agreement	14. Program Director Name: Richard Johnson, PE Phone: (251) 928-8003 Email: richard.johnson@fairhopeal.gov
15. Project Title/ Description: EWP project 5106, AL City of Fairhope, Baldwin Co, DSRs 5106-006 Quail Ck Dr, -007 Fairwood Dr, -008 N Summit St, bank stabilization (6000018821)			
16. Entity Type: C = City or township Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$717,337.50	\$217,375.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$717,337.50	\$217,375.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$652,125.00	Other	\$65,212.50
Total Direct Cost	\$717,337.50	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$217,375.00
		Total Federal Funds Awarded	\$717,337.50
		Total Approved Budget	\$934,712.50

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative Benjamin Malone State Conservationist	Signature BENJAMIN MALONE Digitally signed by BENJAMIN MALONE Date: 2021.08.13 11:33:04 -05'00'	Date
Name and Title of Authorized Recipient Representative Sherry Sullivan Mayor	Signature <i>Sherry Sullivan</i>	Date 8-12-21

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

RESOLUTION NO. _____

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council gratefully accepts the Deed of Gift for River Mill Park from the Fairhope Single Tax Corporation to the City of Fairhope; and authorizes the Mayor to sign any documents necessary to complete the transfer.

Adopted on this 22nd day of December, 2021

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RIVER MILL PARK REVERSIONARY DEED

This Reversionary Deed (“Deed”) is entered into on this the ___ day of December 2021, by and between the FAIRHOPE SINGLE TAX CORPORATION, an Alabama non-profit corporation (hereinafter referred to as “FSTC”), its successors or assigns, and the CITY OF FAIRHOPE, ALABAMA, a municipal corporation (hereinafter referred to as “Fairhope”), its successors or assigns.

WITNESSETH:

WHEREAS, FSTC was organized not for the purpose of making a profit, but to demonstrate, as far as possible, under existing laws, the soundness of the single tax principle, and in consonance therewith, it has, for the benefit of its tenants and the public, established and maintained parks; and

WHEREAS, it is the policy of Fairhope, whose inhabitants include many tenants of FSTC, to also establish and maintain parks, and it is in a more favorable position to do so, by reason of its police power and exemption from taxation of any kind; and

WHEREAS, FSTC is the fee simple owner of a parcel of land more particularly described as follows:

Parcel D, River Mill Subdivision, Unit one (1), as shown on map or plat thereof recorded on Slide 1541-B, Probate Records of Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation, lying in Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.
05-46-06-14-0-000-001.575; and,

WHEREAS, FSTC and Fairhope desire that the title of Parcel D, along with the reversionary restrictions thereon, be conveyed to Fairhope;

NOW, THEREFORE, BE IT KNOWN HEREBY, that in consideration of the premises and promises contained herein, FSTC, hereinafter the Grantor, does hereby bargain, sell, and convey unto Fairhope, hereinafter the Grantee, upon the conditions hereinafter expressed and agreed to by Fairhope in accepting this Deed, all of its right, title, and interest in and to the following described real property in the City of Fairhope, Baldwin County Alabama, to-wit:

Parcel D, River Mill Subdivision, Unit one (1), as shown on map or plat thereof recorded on Slide 1541-B, Probate Records of Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation, lying in Section 14, Township 6 South, Range 2 East, Baldwin County, Alabama.
05-46-06-14-0-000-001.575; and,

All the property aforementioned being in the corporate limits of Fairhope, Baldwin County, Alabama.

There is excepted from this conveyance and reserved by the Grantor, its successors and assigns, in perpetuity, all of the oil, gas and minerals and all oil, gas and mineral rights in, on, or under the above-described property together with reasonable rights of ingress and egress for exploring, developing, extracting, removing and transporting such oil, gas and minerals. Further, this property is conveyed subject to any and all encumbrances, easements, reservations and restrictions of record in the office of the Judge of Probate for Baldwin County, Alabama and which would be shown by an accurate survey.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, privileges and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto Fairhope, its successor or assigns, in fee simple, but upon the following conditions:

1. That the property conveyed shall be forever used as a public park of the City of Fairhope, according to the general usage of public parks, provided that in such use there shall be no special privilege of any kind to individuals or organizations and no profit to individuals; and
2. That FSTC shall be entitled to place and maintain at its expense suitable markers, subject to the approval of Fairhope, setting forth that the lands aforementioned were donated by FSTC to Fairhope for park purposes; and
3. That should Fairhope cease at any time to use the lands conveyed in harmony with the conditions of this conveyance, the title to the same shall immediately revert in FSTC in fee simple; and
4. That in the event that Fairhope should propose to construct any buildings or other improvements on the above described property or any part thereof, prior to doing so, Fairhope shall submit detailed plans and specifications for such buildings or other improvements to FSTC for review and approval and no such construction shall commence or proceed absent the express written approval of FSTC; and

Fairhope, its successors or assigns, agrees to indemnify and hold harmless FSTC, its successors or assigns, including reasonable attorney's fees, by and against any and all claims, expenses, civil actions or losses of any type arising after the date of this conveyance and pertaining to use of the property conveyed herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals and have caused this instrument to be executed as of the date above written.

SIGNATURES NEXT PAGE

FAIRHOPE SINGLE TAX CORPORATION

By: _____
As its: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____ the undersigned authority, a Notary Public in and for said state and county, hereby certify that _____, whose name as _____ for the FAIRHOPE SINGLE TAX CORPORATION, and who is known to me, acknowledged before me on this date that, being informed of the contents of this Agreement and with full authority, executed the same voluntarily as an act of the Corporation on the day shown above.

GIVEN under my hand and notary seal this the _____ day of December, 2021.

NOTARY PUBLIC
My Commission Expires:

CITY OF FAIRHOPE, ALABAMA

By: _____
As its: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____ the undersigned authority, a Notary Public in and for said state and county, hereby certify that _____, whose name as _____ for the CITY OF FAIRHOPE, and who is known to me, acknowledged before me on this date that, being informed of the contents of this Agreement and with full authority, executed the same voluntarily as an act of the Corporation on the day shown above.

GIVEN under my hand and notary seal this the _____ day of December, 2021.

NOTARY PUBLIC
My Commission Expires: