

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

**THURSDAY, 24 FEBRUARY 2022 – 4:30 P.M. – COUNCIL CHAMBER**

1. Discussion of Revision to Right of Way Ordinance
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.  
on Thursday, February 24, 2022 – Council Chamber**

**Next Council Meeting – Monday, March 14, 2022 – Same Time Same Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**THURSDAY, 24 FEBRUARY 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 14 February 2022 Regular City Council Meeting and minutes of 14 February 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ellen W. Semple, 51 South Section, LLC doing business as The Monkey Bar, located at 51 South Section Street, Fairhope, AL has made application to the Fairhope City Council to approve the issuance of a Lounge Retail Liquor – Class I License by the Alabama Alcoholic Beverage Control Board.
6. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.  
Zoning Ordinance Amendment – ZC 22.01
  - Proposed amendment to change and alter the City of Fairhope Zoning Ordinance to relating to Residential Accessory Structures.
7. **Final Adoption** – Ordinance – Amend Ordinance 953 and Ordinance No. 1658.  
Request to amend Chapter 21, Article III, Water, replacing Section 21-32 Connection Fees and Expenses, Fairhope Code of Ordinances.
8. **Final Adoption** – Ordinance – Amend Ordinance 953 and Ordinance No. 1657.  
Request to amend Chapter 21, Article IV, Sewer, replacing Section 21-52 Connection Requirements and Connection Fees, Fairhope Code of Ordinances.
9. Resolution – that City Council hereby authorizes and selects Mayor Sherry Sullivan to be the Voting Delegate, James Reid Conyers, Jr. (Council President) to be the 1st Alternate Voting Delegate, and Jay Robinson (Council President Pro Tempore) to be the 2<sup>nd</sup> Alternate Voting Delegate during the annual meeting of the Alabama League of Municipalities.
10. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Reciprocal Clinic Usage Agreement between the City of Fairhope and Riviera Utilities for using each other’s clinic operated by Symbol to provide primary health care to employees, employees’ spouses, and dependents. Neither party shall charge each other, Symbol, or the patients for reciprocal access.
11. Resolution - That City Council authorizes acceptance of the GOMESA Grant award from ADCNR and authorizes the Mayor to sign the Grant Agreement and other grant related documents on behalf of the City.

12. Resolution - That Mayor Sullivan is hereby authorized to execute the Amendment to the Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission, related to the construction of a roundabout at Twin Beach Road and County Road 13, to extend the term of the ISA by thirty-six (36) months from the conclusion of the initial term; and all other terms and provisions of the ISA remain in full effect.
13. Resolution – That City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to fund and defund job positions; and the job descriptions and grade of pay for same.
14. Resolution - To award (Bid Number 010-22) for Reel Grinder to Beard Construction Company for the Quail Creek Golf Course with a total bid proposal of \$42,571.00.
15. Resolution – That City of Fairhope has voted to purchase one (1) Welding Body for a F-450 60” CA Dual Rear Wheel Truck or equivalent for the Gas Department; and the type of vehicle body needed is on the Alabama State Department of Purchasing Contract Number #T195A and therefore does not have to be let out for bid. The cost not-to-exceed amount of \$23,095.00.
16. Resolution - That City of Fairhope has voted to purchase one (1) 2022 Ford Ranger 4x2 or equivalent for the Meter Department; and the type of vehicle body needed is on the Alabama State Department of Purchasing Contract Number #T191 and therefore does not have to be let out for bid. The cost not-to-exceed the budgeted amount of \$27,000.00.
17. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 2 of (Bid No. 016-20), Sludge Removal Services 2020 for the Sewer Department, with GreenSouth Solutions, LLC for an additional one year extension as per the terms and conditions of the original contract. The total bid proposal of \$85.00 per cubic yard, for budgeted cost of \$600,000.00.
18. Resolution – That City Council approves the hiring of professional consulting firm Sawgrass Consulting, LLC for professional engineering services for athletic track and additional parking at Founder’s Park project for the Parks and Recreation Department for RFQ No. PS004-22, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed amount of \$140,050.00 for this project and allow Mayor to execute contract.
19. Resolution - That City of Fairhope approves procurement of buying existing equipment at Quail Creek Golf Course from the original lease with Beard Equipment Company; two (2) 7700A Precision Cut Fairway Mowers, two (2) John Deere 2500B Gas Triplex Greens Mowers, one (1) John Deere 2653B 3WD Utility Mower, four (4) John Deere Gator TX Utility Vehicles, and one (1) Buffalo Turbine Blower; purchase of equipment from lease is \$100,777.89.
20. Application for Beer/Wine Off Premises License by Jimishkumas Patel, S & P Convenience LLC, located at 859 Fairhope Avenue, Fairhope, AL.
21. Public Participation – (3 minutes maximum)
22. Adjourn

**Next Regular Meeting – Monday, March 14, 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, 14 February 2022.

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

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Pastor William Parsons of Redeemer Lutheran Church, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 24 January 2022, regular meeting; and minutes of the 24 January 2022, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items: State of the City and thanked City Staff for their hard work; Arbor Day update; Mardi Gras with two parades this Saturday, MMOR and KOER; and Symbol Clinic to open on Monday.

Council President Conyers stated there was a need to add on an agenda items after Agenda Item Number 34: a resolution that the City Council approves the use of multiple classrooms at the Fairhope K-1 Center as well as North Beach Park requested by Jesus Revolution, LLC for the filming of “Jesus Revolution” during the week of March 7th -12th, 2022. Entry to the K-1 Center will be allowed beginning February 21st for cleanup and set dressing; and a resolution that the City Council hereby approves and adopts the procedures presented to separate the City’s recreational soccer league and Blast.; and shall take effect immediately.

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

Councilmember Burrell asked for status of Church Street for the upcoming events. Public Works Director Richard Johnson replied that the asphalt and sidewalks will be repaired for these events.

Councilmember Robinson said the State of the City was successful and thanked everyone for attending.

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Council President Conyers announced the FEEF Golf Tournament to held on March 25, 2022. He said the Arbor Day was a great event as well as the Chili Cookoff.

Councilmember Robinson introduced in writing an ordinance to amend Zoning Ordinance No. 1253 and to change and alter the City of Fairhope Zoning Ordinance to revise Article V, Section B. CBD - Central Business District Overlay to add a subsection for Rooftop Terraces. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons addressed the City Council and explained the ordinance; and said that with the recommended changes for the ordinance, it will have to be readvertised for a Public Hearing. He said the City Council wants to reduce from 33 percent to 25 percent; and temporary structures were questioned. Councilmember Burrell commented he liked the changes; and he suggested making a change to the public right-of-ways to be adjacent or abutting.

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 change and alter the City of Fairhope Zoning Ordinance to relating to Residential Accessory Structures. 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; and said the residential accessory structures are for the historic one-story homes.

Council President Conyers opened the Public Hearing at 6:25 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:25 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the February 24, 2022 City Council meeting.

Councilmember Robinson moved for final adoption of Ordinance No. 1740, an ordinance to amend Zoning Ordinance No. 1253 and to rezone the property of Percy Dale to R-1 Low Density Single Family to HTD (Highway Transition District) with staff recommendations. The property generally located on the west side of Greeno Road, south of Carter Lane, at 19327 Greeno Road, Fairhope, Alabama. PPIN Number: 6725. (Introduced at the January 24, 2022 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Boone. NAY - None.

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Councilmember Robinson moved for final adoption of Ordinance No. 1741, an ordinance to amend Zoning Ordinance No. 1253 and to zone the John Albert Watkins Jr., Hilliard Vaughn Street III, and Sonny Hill, LLC property to R-2, Medium Density Single-Family concurrent with annexation into the City of Fairhope with staff recommendations. The property generally located east of County Road 13, south of County Road 34, Fairhope, Alabama. PPIN Number: 41079, 55265. (Introduced at the January 24, 2022 City Council Meeting) Seconded by Councilmember Burrell, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Boone. NAY - None.

Councilmember Robinson moved for final adoption of Ordinance No. 1742, an ordinance to amend Zoning Ordinance No. 1253 and to amend Ordinance No. 1596 and to rename the property of Burgess A. Thomasson, Jr. a planned unit development known as Thomasson PUD to Montrose Preserve PUD. The property generally located on the west side of US Hwy. 98 from the south side of Adams Street to just south of Ledyard Street, Fairhope, Alabama with staff recommendations. Tax Parcel 05-43-09-32-0-000-058.000, 05-43-09-32-0-000-059.000, 05-43-09-32-0-000-064.000, 05-43-09-32-0-000-066.000, 05-43-09-43-0-000-023.000. (Introduced at the January 24, 2022 City Council Meeting) Councilmember Boone seconded the motion. Councilmember Burrell questioned PUD or R-1 reversion clause. Mr. Simmons replied it was better for the City if it remained a PUD. After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Boone. NAY - None.

Councilmember Burrell moved for final adoption of Ordinance No. 1743, an ordinance to amend Ordinance No. 1551 and to amend, Specifically, Chapter 2, Article III, Boards and Committees, Section 2-181 Mission of the Historic Preservation Committee. (Introduced at the January 24, 2022 City Council Meeting) Councilmember Robinson stated this ordinance will expand the mission to allow education for historic preservation. Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Boone. NAY - None.

Councilmember Robinson introduced in writing an ordinance to amend Ordinance 953 and Ordinance No. 1658 and to amend Chapter 21, Article III, Water, replacing Section 21-32 Connection Fees and Expenses, Fairhope Code of Ordinances. The consensus of the City Council was that 100 percent of the SDC and Installation Fees shall be used for Capital Replacements and Improvements Fund. Due to lack of a motion for immediate consideration, this ordinance will layover until the February 24, 2022 City Council meeting.

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Councilmember Robinson introduced in writing an ordinance to amend Ordinance 953 and Ordinance No. 1657 and to amend Chapter 21, Article IV, Sewer, replacing Section 21-52 Connection Requirements and Connection Fees, Fairhope Code of Ordinances. The consensus of the City Council was that 100 percent of the SDC and Installation Fees shall be used for Capital Replacements an Improvements Fund. Due to lack of a motion for immediate consideration, this ordinance will layover until the February 24, 2022 City Council meeting.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for Roundabout at North Section St./Hwy. 104/Veterans Dr./Scenic 98; Project# STPOA-0220( ); CPMS Ref# 100070869 and 100070870. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4361-22**

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

That the City of Fairhope, Alabama enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Roundabout at North Section St./Hwy. 104/Veterans Dr./Scenic 98;  
Project# STPOA-0220( ); CPMS Ref# 100070869 and 100070870.**

Which agreement is before this Council, and that the agreement be executed in the name of the City of Fairhope, by Mayor Sherry Sullivan for and on its behalf and that it be attested by the City Clerk, Lisa A. Hanks, and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 14th of February, 2022, and that such resolution is on file in the City Clerk's Office.

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

14 February 2022

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Safe Span, LLC for Professional Engineering Services for Bi-Annual Bridge Inspection Services for RFQ No. PS005-22, for the Public Works Department; and hereby authorizes Mayor Sherry Sullivan to negotiate the fee schedule. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4362-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council approves the selection of Safe Span, LLC for Professional Engineering Services for Bi-Annual Bridge Inspection Services for RFQ No. PS005-22, for the Public Works Department; and hereby authorizes Mayor Sherry Sullivan to negotiate the fee schedule.

DULY ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 Council approves the selection of Garver, LLC for Professional Engineering Services for Head Works Design and Treatment Needs for the Fairhope Utilities Wastewater Treatment Plant for RFQ No. PS008-22, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Councilmember Boone seconded the motion. Water and Sewer Superintendent Jason Langley explained that the headworks are backwards; and the flow bottlenecks at the headworks. After further discussion, motion passed unanimously by voice vote.



14 February 2022

**RESOLUTION NO. 4363-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Garver, LLC for Professional Engineering Services for Head Works Design and Treatment Needs for the Fairhope Utilities Wastewater Treatment Plant for RFQ No. PS008-22, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, that the City Council authorizes and approves the hiring of a new Gas Superintendent position to allow the current Gas Superintendent Terry Holman who is retiring with 28 years of service to the City; to train the new employee prior to his retirement at the beginning of May; this will be beneficial to the City as well as the new hire; and once Terry Holman retires the position will be defunded. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4364-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council authorizes and approves the hiring of a new Gas Superintendent position to allow the current Gas Superintendent Terry Holman who is retiring with 28 years of service to the City; to train the new employee prior to his retirement at the beginning of May; this will be beneficial to the City as well as the new hire; and once Terry Holman retires the position will be defunded.

ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 February 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the recommended termination of the Franchise Agreement with Bruce Cuddy to operate Bruce Cuddy Pickleball Instruction at the Fairhope Recreation Center and the Mike Ford Tennis Center at Stimpson Park; and shall take effect immediately. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4365-22**

**WHEREAS**, The Recreation Board has recommended for the City Council to terminate the Franchise Agreement with Bruce Cuddy to operate Bruce Cuddy Pickleball Instruction at the Fairhope Recreation Center and the Mike Ford Tennis Center at Stimpson Park.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA**, that the City Council hereby approves and adopts the recommended termination of the Franchise Agreement with Bruce Cuddy to operate Bruce Cuddy Pickleball Instruction at the Fairhope Recreation Center and the Mike Ford Tennis Center at Stimpson Park; and shall take effect immediately.

ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

ATTEST:

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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 Council hereby approves and adopts the recommended Rental Fee for Pickleball/Basketball lessons for the Recreation Department; and shall take effect immediately. Councilmember Boone seconded the motion. Mayor Sullivan explained private gain using public property. Councilmember Burrell backed the Mayor; and stated he appreciated what Cuddy has done for the sport. After further discussion, motion passed unanimously by voice vote.

14 February 2022

**RESOLUTION NO. 4366-22**

**WHEREAS**, The Recreation Board has recommended to the City Council for a \$25.00 (Twenty-Five Dollars) rental fee to rent half a Pickleball/Basketball Court; and \$50.00 (Fifty Dollars) rental fee to rent a full court for one hour to teach Pickleball/Basketball lessons. Reservations for court use must be made in advance; and are subject to the availability of the Recreation Department Staff.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA**, that the City Council hereby approves and adopts the recommended Rental Fee for Pickleball/Basketball lessons for the Recreation Department; and shall take effect immediately.

ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that all bids for the New Ballpark Bathrooms Volanta & Founders Park for the Parks and Recreation Department (Bid No. 014-22) are hereby rejected due to bids considered over budget; and authorizes to rebid the project due to budgetary constraints. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4367-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That all bids for the New Ballpark Bathrooms Volanta & Founders Park for the Parks and Recreation Department (Bid No. 014-22) are hereby rejected due to bids considered over budget; and authorizes to rebid the project due to budgetary constraints.

Adopted on this 14th day of February, 2022

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Jimmy Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 February 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes the Fairhope Junior City Council to move forward with their Camellia Crosswalk Proposal on Bancroft Street with an estimated cost of \$450.00. The Public Works Department has agreed to assist with some materials and base paint. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4368-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council hereby approves and authorizes the Fairhope Junior City Council to move forward with their Camellia Crosswalk Proposal on Bancroft Street with an estimated cost of \$450.00. The Public Works Department has agreed to assist with some materials and base paint.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 an Agreement between the City of Fairhope (“City”) and Local Government Services, LLC (“LGS”) to provide for Cable Television Franchise Management Advisory Services. The service options chosen under this Agreement shall not exceed \$8,000.00 plus out of pocket expenses shall not exceed \$500.00 unless mutually agreed by LGS and the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 February 2022

**RESOLUTION NO. 4369-22**

**RESOLUTION OF THE CITY OF FAIRHOPE THROUGH THE CITY  
COUNCIL TO AUTHORIZE THE MAYOR OF SAID CITY TO EXECUTE  
A CABLE TELEVISION FRANCHISE MANAGEMENT ADVISORY  
SERVICE AGREEMENT**

WHEREAS, the City of Fairhope desires to regulate and oversee the provision of cable television services;

WHEREAS, Local Government Services, LLC has available a cable television franchise management advisory service to assist the City in such regulation; and

WHEREAS, Local Government Services, LLC (“LGS”) has available a cable television franchise management advisory service offered through a Joint Marketing and Service Agreement with LGS as an independent contractor of the Municipal League of Alabama.

NOW THEREFORE BE IT RESOLVED, that the Mayor of the City of Fairhope is hereby authorized to execute a cable television franchise management advisory service agreement on behalf of the City in substantially the same form as attached to and made a part of this resolution.

RESOLVED by the Mayor and City Council of the City of Fairhope this 14th day of February, 2022.

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President  
City of Fairhope

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 for Extension No. 2 of (Bid No. 020-20), Lift Station Odor Control Chemical for the Sewer Department, with ChemStation Gulf Coast to extend the referenced contract until March 22, 2023 as per the terms and conditions of the original contract. The total bid proposal of \$5.70 per metered gallon, for an estimated annual cost not-to-exceed \$213,248.40. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 February 2022

**RESOLUTION NO. 4370-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 2 of (Bid No. 020-20), Lift Station Odor Control Chemical for the Sewer Department, with ChemStation Gulf Coast to extend the referenced contract until March 22, 2023 as per the terms and conditions of the original contract. The total bid proposal of \$5.70 per metered gallon, for an estimated annual cost not-to-exceed \$213,248.40.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 purchase one (1) New Way Sidewinder 31-Yard Garbage Dump Truck (27-yard body with 4-yard tailgate) or equivalent for the Public Works Department; and the equipment is available for direct procurement through the (Sourcewell Contract #091219-NWY) which has been nationally bid; and therefore, does not have to be let out for bid. The cost will not-to-exceed \$287,478.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 February 2022

**RESOLUTION NO. 4371-22**

**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 one (1) New Way Sidewinder 31-Yard Garbage Dump Truck (27-yard body with 4-yard tailgate or equivalent for the Public Works Department; and the equipment is available for direct procurement through the (Sourcewell Contract #091219-NWY) which has been nationally bid; and therefore, does not have to be let out for bid. The cost will not-to-exceed \$287,478.00.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to award bid to Sunbelt Fire, Inc. for Breathable Air All-In-One Compressor System for the Roy C. White Fire Station with total bid proposal of \$69,931.88 (Bid Number 008-22). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 February 2022

**RESOLUTION NO. 4372-22**

**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 a Breathable Air All-In-One Compressor System (Bid 008-22).

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

Sunbelt Fire, Inc.	\$69,931.88
NAFECO	\$67,454.00 – Did not meet specifications

[3] After evaluating the bid proposals with the required bid specifications, Sunbelt Fire, Inc. with total bid proposal of \$69,931.88, is now awarded the bid for Breathable Air All-In-One Compressor System for the Roy C. White Fire Station.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 purchase one (1) 2022 Ford Ranger 4x2 or equivalent for the Public Works Department; this vehicle will be the new mosquito spray truck; and the type of vehicle needed is on the Alabama State Department of Purchasing Contract Number T191 and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$30,000.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.



14 February 2022

**RESOLUTION NO. 4373-22**

**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 one (1) 2022 Ford Ranger 4x2 or equivalent for the Public Works Department; and the type of vehicle needed is on the Alabama State Department of Purchasing Contract Number T191 and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$30,000.00.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 purchase a VTScada and Commissioning (onsite setup, support, and training) for the Wastewater Treatment Plant, 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) with the cost of \$80,661.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 February 2022

**RESOLUTION NO. 4374-22**

**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 VTScada and Commissioning (onsite setup, support, and training) for the Wastewater Treatment Plant, 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) with the cost of \$80,661.00.

Adopted on this 14th day of February, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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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 purchase one (1) 2022 Ford F-150 4x2 or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed \$29,603.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

\*

\*

\*

14 February 2022

**RESOLUTION NO. 4375-22**

**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 one (1) 2022 Ford F-150 4x2 or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed \$29,603.00.

Adopted on this 14th day of February, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to award bid to Bye Rite Trailer & Fabrication, Inc. for Dump Trailer for the Gas Department with total bid proposal of \$19,373.00 (Bid Number 015-22). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4376-22**

**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 a Dump Trailer for the Gas Department (Bid 015-22).

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

The Trailer Guys	\$19,299.00 – Bid considered non-responsive
Bye Rite Trailer & Fabrication	\$19,373.00

14 February 2022

[3] After evaluating the bid proposals with the required bid specifications, Bye Rite Trailer & Fabrication, Inc. with total bid proposal of \$19,373.00, is now awarded the bid for Dump Trailer for the Gas Department.

Adopted on this 14th day of February, 2022

---

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 approves the procurement of Mcwane Pipe for Water Main Extension from Consolidated Pipe and Supply Co., Inc. for the Water Department with a total not-to-exceed amount of \$433,630.00 pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4377-22**

**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 Mcwane Pipe for Water Main Extension from Consolidated Pipe and Supply Co., Inc. for the Water Department with a total not-to-exceed amount of \$433,630.00 pursuant to Code of Alabama 1975, Section 41-16-51(b)(7).

Adopted on this 14th day of February, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

14 February 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase one (1) 2022 Ford F-250 4x2 with Tool Body or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed \$57,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4378-22**

**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 one (1) 2022 Ford F-250 4x2 with Tool Body or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$57,000.00.

Adopted on this 14th day of February, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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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 purchase one (1) 2022 Ford F-150 4x4 or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$50,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

14 February 2022

**RESOLUTION NO. 4379-22**

**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 one (1) 2022 Ford F-150 4x4 or equivalent for the Electric Department; and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$50,000.00.

Adopted on this 14th day of February, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Council President Conyers announced Agenda Item Number 32 had been pulled by the Library Board.

City Council reviewed an application for a Beer/Wine Off Premises License by Yum, Inc. (DBA Fairhope Chocolate), Julienne Roach, 403 Fairhope Avenue, Fairhope, Alabama 36532. Councilmember Robinson move to approve the issuance of the license. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Boone moved to grant the request of Braida Sharp, Eastern Shore Repertory Theatre, Inc., requesting permission to use Henry George Park from April 28, 2022 – May 9, 2022 for Spring Performance. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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14 February 2022

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the use of multiple classrooms at the Fairhope K-1 Center as well as North Beach Park requested by Jesus Revolution, LLC for the filming of “Jesus Revolution” during the week of March 7th -12th, 2022. Entry to the K-1 Center will be allowed beginning February 21st for cleanup and set dressing. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4380-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council approves the use of multiple classrooms at the Fairhope K-1 Center as well as North Beach Park requested by Jesus Revolution, LLC for the filming of “Jesus Revolution” during the week of March 7th -12th, 2022. Entry to the K-1 Center will be allowed beginning February 21st for cleanup and set dressing.

DULY ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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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 Council hereby approves and adopts the procedures presented to separate the City’s recreational soccer league and Blast.; and shall take effect immediately. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

\*

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14 February 2022

**RESOLUTION NO. 4381-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA**, that the City Council hereby approves and adopts the following for the City's recreational soccer league and Blast; and shall take effect immediately.

1. Blast will disassociate with the City. Blast will no longer run the City's "recreational soccer league" starting immediately. Blast will remove all City logos and references to City of Fairhope sponsored/affiliated/associated with language on website, social media, and all marketing materials, and will change the name of the "recreation league" to "Blast youth soccer" or something else different from the term "rec" or "recreation league." Blast will notify all parents of those that have registered for Spring 2022 "recreation league" soccer that Blast has disassociated with the City and is no longer a City sponsored recreation league.
2. References to Blast's website, contact information, or other details will be removed from the City's website recreation page and other City media. City will announce no recreation league for Spring 2022.
3. Starting immediately, Blast will pay standard field usage rates in accordance with the most recent field use agreement for all use of the fields by club soccer, tournament teams, travel, and the "youth soccer" or league formerly known as the "recreation league" for all practices, matches, lessons, tournaments, and other use.
4. Blast will turn over the contact information and data from its electronic files and software to the City, for all "recreation participants," as well as the soccer goals will be retained at the Fairhope Soccer Complex and become property of the City. Blast will maintain goals and equipment with documented expenses and receipts that will be reimbursed through the City with prior approval by the Mayor or his/her designee. A credit may be provided for future field use costs for equal value if approved by the Mayor and should not exceed \$5000.00.

ADOPTED THIS 14TH DAY OF FEBRUARY, 2022

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James Reid Conyers, Jr.,  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk



14 February 2022

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

- 1) Sue Kirk, 503 Horton Lane, addressed the City Council regarding concerns with shipping containers in neighborhoods. She mentioned Church Street and shipping containers. Mayor Sullivan said that neighborhood was not zoned for that; and asked Ms. Kirk to give her information to the City Clerk. Ms. Kirk said she was proud to live in Alabama and in Fairhope. She stated we have a great Police Department and Fairhope Volunteer Fire Department. Ms. Kirk also said the Utilities are very nice; and citizens appreciate this.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:45 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )(  
   :  
COUNTY OF BALDWIN        )(

The City Council met in a Work Session  
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 14 February 2022.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell (arrived at 5:29 p.m.), Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmember Corey Martin was absent.

Council President Jimmy Conyers called the meeting to order at 4:30 p.m.

The following topics were discussed:

- The first item on the Agenda was the Discussion of a Filming Project that is being prospected for the City with Special Projects and Grant Manager Jessica Walker and Bass Hampton from Jesus Revolution, LLC presenting to the City Council. They mentioned this is a story about Greg Laurie in the 1970s who meets Lonnie Frisbee along with Pastor Chuck Smith that leads to a Jesus Revolution. (See attached handout) She said they were requesting using North Beach and the K-1 Center classrooms. Ms. Walker requested a resolution be walked on for approval of the usage.
- Water and Sewer Superintendent Jason Langley along with Mayor Sullivan addressed the City Council regarding the Discussion of possible Water and Sewer Projects to fund with ARPA money. County Road 33 water line back to City of Fairhope; headworks; update infrastructure in Fruit and Nut; and water line upgrades on County Road 32 were the main projects to look at for funding. Mayor Sullivan mentioned the water lines being lead; and said this may be a phased project.
- Councilmember Robinson complimented the Fairhope Environmental Advisory Board for their hard work.  
  
Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 5, No. 6, No. 7, No. 8, and No. 9; and answered any questions if needed. Mr. Hunter explained Agenda Item No. 8 in detail and the right-of-ways. He gave an update on the Planning Department; and reminded everyone of the Comprehensive Land Use Plan Meetings scheduled for March 2022.
- Councilmember Robinson explained Agenda Item No. 10 and said the Historic Preservation Committee is expanding its mission and to focus on education.
- Water and Sewer Superintendent Jason Langley addressed the City Council regarding Agenda Items No. 11, No. 12, No. 15, No. 22, No. 26, and No. 29; and answered any questions if needed. Mayor Sullivan thanked Mr. Langley and Staff for Agenda Items No. 22 and No. 29.

Monday, 14 February 2022

Page -2-

- Public Works Director Richard Johnson addressed the City Council regarding Agenda Items No. 13, No. 14, No. 23, No. 25; and answered any questions if needed. He explained Agenda Item No. 13 in detail. Mr. Johnson gave an update on the Public Works Department on the “Event Season.” He said Church Street will be safe for the events; and mentioned a grant from Baldwin County EMA for barricades that will be used this season.
- Mayor Sullivan addressed the City Council regarding Agenda Item No. 16 and explained the need for a Gas Superintendent to train beside Terry Holman who has been with the City for 28 years.
- Gas Superintendent Terry Holman addressed the City Council regarding Agenda Item No. 28; and answered any questions if needed. He gave an update on the Gas Department.
- Mayor Sullivan announced Cory Pierce as our new Human Resources Manager and will begin February 21, 2022.
- Recreation Director Pat White addressed the City Council regarding Agenda Items No. 17, No. 18, and No. 19; and answered any questions if needed.
- Special Projects and Grant Manager Jessica Walker addressed the City Council regarding Agenda Item No. 20; and answered any questions if needed.
- Fire Chief Chris Ellis addressed the City Council and gave an update on January Fire calls; and addressed Agenda Item No. 24 and answered any questions if needed. He told the City Council all of their cameras have been replaced by a Firehouse Grant.
- Electric Superintendent Jade Fleming addressed the City Council and gave an update for the Electric Department. He addressed Agenda Items No. 27, No. 30, and No. 31; and answered any questions if needed. He announced that Jeremy Morgan is our new AMI Coordinator.
- Council President Conyers mentioned two resolutions that needed to be added on tonight’s City Council Agenda. He read the first resolution regarding the City of Fairhope and Blast. Council President Conyers said Mayor Sullivan had multiple meetings with Blast regarding this resolution. He said the files have been turned over to the City; and nets have been replaced already. He told the City Council we have over 400 kids registered for league play; and this is not exclusive for Blast.
- Councilmember Burrell asked City Attorney Marcus McDowell if he was okay with the resolution. City Attorney McDowell said the only concern he has is Blast using any form of the word “recreation” so it does not look like a City league. Councilmember Burrell questioned concessions and soccer goals. Councilmember Robinson said everyone should get approval to put anything on City property.
- Council President Conyers read the resolution regarding the filming of Jesus Revolution; and commented the park rental fee is applicable.

Monday, 14 February 2022  
Page -3-

- Councilmember Burrell stated he had been asked by Councilmember Martin to give an update on the Fairhope Environmental Advisory Board. He said they want to be involved in the Comprehensive Land Use Plan by giving suggestions. He mentioned the “Litter Getter” has been in the news already.

He gave an update on the Harbor Board and said no dredging has been done since January; and mentioned the bulkhead repairs.

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 5:53 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk

FROM THE CREATORS OF I CAN ONLY IMAGINE & AMERICAN UNDERDOG

# Jesus Revolution

## IN PRODUCTION

### JESUS REVOLUTION

In the 1970s, abandoned teenager Greg Laurie sets out to redefine truth through all means of liberation, and instead, meets Lonnie Frisbee, a charismatic hippie-street-preacher. Laurie and Frisbee, along with Pastor Chuck Smith, open the doors of Smith's languishing church, to an unexpected revival by way of rock and roll, newfound love, and a twist of faith leading to a JESUS REVOLUTION that changed the world.

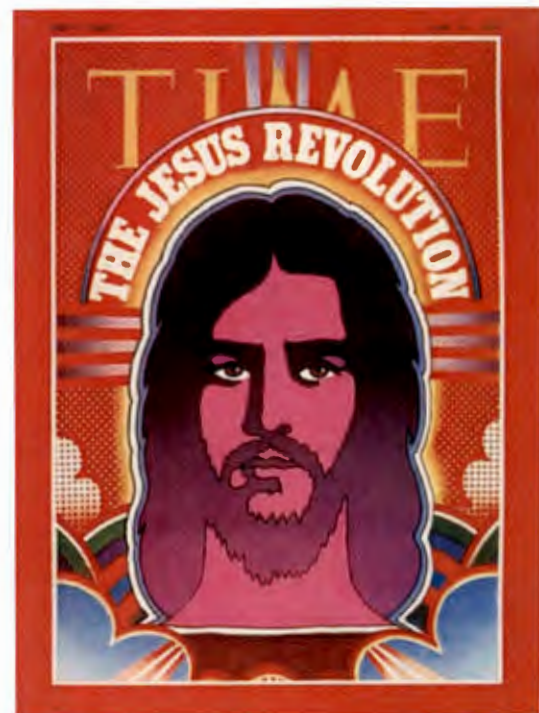


kingdomstorycompany.com

“

*If anything has been made clear over the past few years, it is how much we need each other. Yet, with each passing day, it feels like we are more disconnected than ever before. The true story in 'Jesus Revolution,' reminds us that hope is never lost, and through even the most challenging of times, with faith, change is possible."*

-JON ERWIN,  
DIRECTOR





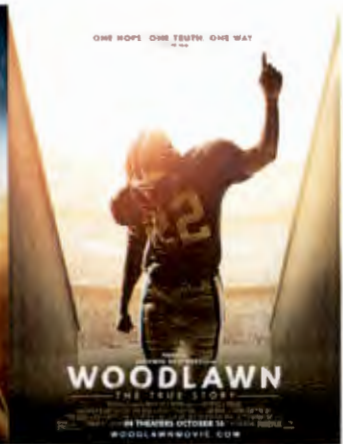
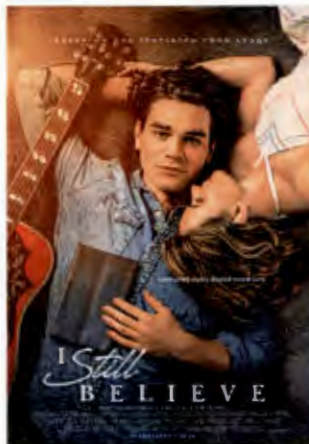
## FILMMAKERS

Directors—and Alabama natives—Jon and Andy Erwin first grew up telling stories, and then they grew into creating them. Each film aims to elevate true stories, anchored in faith and hope. Producer and filmmaker Kevin Downes, alongside the Erwin Brothers and Tony Young, founded Kingdom Story Company. For over 20 years their collective mission has been to raise the bar on thoughtful, high-quality entertainment, with an emphasis on faith, that rises to the caliber audiences deserve. And they love bringing their filmmaking back to their home state every chance they get.



## LIFE CHANGING CONTENT

Without an audience, the mission to inspire and change lives only exists in theory. Because of our loyal audience, Kingdom Story Company is an influential voice in modern day entertainment. With over \$140 million dollars in box office revenue our audience has proven they are impacting today's culture.



PUBLISH ONCE, LEGALS, IN BALDWIN TIMES ONLY, ON  
Friday, February 11, 2022 and February 18, 2022.

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PLEASE BILL APPLICANT: Ellen W. Semple, 18121 Woodland Drive  
Point Clear, AL 36564

---

IF YOU HAVE ANY QUESTIONS, PLEASE CALL LISA A. HANKS AT  
251/928-2136 EXT. 208.

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**NOTICE OF PUBLIC HEARING PENDING APPLICATION FOR  
APPROVAL OF ISSUANCE OF AN ALCOHOLIC BEVERAGE LICENSE.**

Notice is hereby given that Ellen W. Semple, 51 South Section, LLC doing business as The Monkey Bar, located at 51 South Section Street, Fairhope, AL has made application to the Fairhope City Council to approve the issuance of a Lounge Retail Liquor – Class I License by the Alabama Alcoholic Beverage Control Board and that the 24th of February, 2022, at 6:00 p.m. has been set for the hearing thereof at the Fairhope City Council meeting, 161 North Section Street, City Administrative Building. Any interested persons may appear at said time and place and be heard for or against the granting of such approval.

Lisa A. Hanks, MMC  
City Clerk

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**Instructions:** All applicants applying for a **PACKAGE STORE LICENSE, LOUNGE LIQUOR LICENSE, OR CLUB LIQUOR LICENSE** shall publish notice of the filing of the application, and of the date and time set for the hearing thereof, once a week for two consecutive weeks in the newspaper of general circulation. The notice shall be published at **no cost** to the City and the applicant shall present proof of publications.

# GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150  
GulfCoastMedia.com

The Courier, The Islander  
The Onlooker & The Baldwin Times

Office: 251-943-2151  
Legals: 251-345-6805

## PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Perry who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

02/11/2022, 02/18/2022

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X April M. Perry  
April M. Perry, Legal Ad Representative

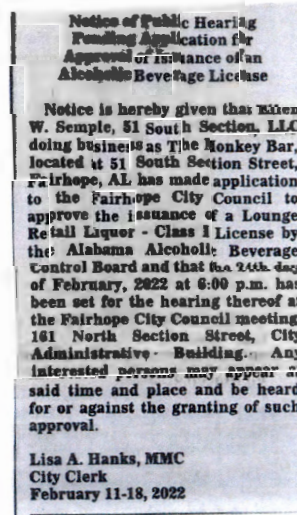
X Amber Kimbler  
Amber Kimbler, Notary Public  
Baldwin County, Alabama  
My commission expires April 10, 2022



AMBER KIMBLER  
My Commission Expires  
April 10, 2022

Sworn and subscribed to on 02/18/2022.

CLAYTON H. GARRET - DENTONS SIRT  
Acct#: 1002737  
Ad#: 334131  
LL: The Monkey Bar  
Amount of Ad: \$77.00  
Legal File# The Monkey Bar







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

*JWH*

**ALCOHOLIC BEVERAGE LICENSE APPLICATION**

**PLEASE PRINT**

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Ellen W. Semple SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH Jackson, Alabama

MAILING ADDRESS 18121 Woodland Drive, Point Clear, AL 36564

HOME # \_\_\_\_\_ WORK # \_\_\_\_\_

CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

RESIDENCE ADDRESS 18121 Woodland Drive, Point Clear, AL 36564

NO. YEARS AT PRESENT ADDRESS .5 NO. YEARS AT PREVIOUS ADDRESS 1.5

PREVIOUS ADDRESS 29674 Bayshore Drive S., Orange Beach, AL 36561

NAME AND ADDRESS OF BUSINESS The Monkey Bar

51 South Section Street, Fairhope, AL 36532

NAME OF CORPORATION 51 South Section, LLC (d/b/a The Monkey Bar)

BUSINESS LOCATION 51 South Section Street, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE N/A UNDER WHAT NAME N/A

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE N/A

WHEN N/A WHAT WAS CHARGE N/A

DISPOSITION N/A

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Jay Brown, M.D.	10 Cambridge Court Fairhope, AL 36532	
Stuart F. Ball, M.D.	301 Long Court Mobile, AL 36608	
Mark Douglas, M.D.	4816 Ravine Court Mobile, AL 36608	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

**I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

Eileen Walker Sample  
SIGNATURE (FULL NAME)

2/1/22  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Chief of Police

NOT APPROVED BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

APPROVED [Signature] DATE 2/1/22  
Chief of Police

APPROVED BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

\*\* The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.

ORDINANCE NO. \_\_\_\_

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to the Residential Accessory Structures; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 22.01, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

1. **THAT**, Article III, Section C.2, Table 3-3: Dimension Table – Residential Accessory Structures, be hereby amended to add a second footnote to read as follows:

**\*\*** in an attempt to preserve historic one-story structures, on lots where the principal structure is one-story, an administrative approval may be given to allow an accessory structure to be taller than the principal structure, but in no case more than 5' taller than the principal structure as measured from the tallest roof peak of the principal structure, excluding chimneys, cupola, spires, and other architectural features. In no case shall an accessory structure exceed the height limit of the district.

**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 24th day of February, 2022.

By: \_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

By: \_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Adopted and approved this 24th day of February, 2022.

By: \_\_\_\_\_  
Sherry Sullivan, Mayor

**City of Fairhope  
City Council**

February 14, 2022



## ZC 22.01 Zoning Amendment

The following is a proposed amendment to change and alter the City of Fairhope Zoning Ordinance to relating to Residential Accessory Structures. The Planning Commission, with a vote of **6 Ayes** and **0 Nays**, recommended the City Council **Approved** of the attached amendments.

# ZC 22.01 Zoning Amendment

## MEMORANDUM

**DATE:** December 23, 2021

**TO:** City Council/Planning Commission

**FROM:** Hunter Simmons, Planning and Zoning Manager

**RE:** Proposed Zoning Ordinance Amendment for Accessory Structures

In all Zoning Districts, other than R-A, the existing Fairhope Zoning Ordinance prohibits the height of an accessory structure to exceed the height of principal structures. This requirement is explicit in Table 3-3: Dimension Table - Residential Accessory Structures shown below.

**Table 3-3: Dimension Table - Residential Accessory Structures**

Dimension  District or use	Setbacks				Max. total lot coverage by accessory structure	Max. height	Min. structure separation from principal structure	Min. separation between structures
	Front	Rear	Side	Street side				
R/A	Behind front building line of principal structure	15'	15'	50'	30% of required rear yard	30'	50' for agriculture structures; 10 feet for all other accessory structures	5'
R-3 PGH*	Behind rear building line of principal structure	none required	same as principal structure	same as principal structure	25% of required rear yard*	20' but no taller than the principal structure	5'	5'
All other residential districts	Behind rear building line of principal structure	5'	5'	no nearer than principal structure	25% of required rear yard	30' but no taller than the principal structure	10'	5'

In many areas of town, but most notable in the Fruit and Nut area of Fairhope, many accessory structures are taller than the principal structure. Some were even granted Variances in the past from the Board of Adjustment and Appeals. Changes in laws, or interpretation of laws due to past cases within the State, no longer allow architectural variances where the hardship is other buildings.

As the Planning Commission is aware, Fairhope does not have historical preservation measures in place. All the above leaves some homeowners with a dilemma, they can legally tear down a historical house, build taller, and then build a taller accessory structure. Some, not all, would rather save the historical home. With this said, the intent of this amendment is to allow some flexibility when adding a two-story accessory structure. The proposed amendment would allow, with administrative approval, an accessory structure to be no more than five feet taller than the principal building.

The proposed amendment is added as a footnote to Table 3-3 as shown below in red:

**Table 3-3: Dimension Table - Residential Accessory Structures**

Dimension District or use	Setbacks				Max. total lot coverage by accessory structure	Max. height	Min. structure separation from principal structure	Min. separation between structures
	Front	Rear	Side	Street side				
R/A	Behind front building line of principal structure	15'	15'	50'	30% of required rear yard	30'	50' for agriculture structures; 10 feet for all other accessory structures	5'
R-3 PGH*	Behind rear building line of principal structure	none required	same as principal structure	same as principal structure	25% of required rear yard*	20' but no taller than the principal structure	5'	5'
All other residential districts	Behind rear building line of principal structure	5'	5'	no nearer than principal structure	25% of required rear yard	30' but no taller than the principal structure**	10'	5'

\*one detached garage up to 600 square feet shall be allowed for Patio/garden homes in addition to the maximum total lot coverage for other accessory structures, subject to all other accessory structure dimension standards.

\*\* In an attempt to preserve historic one-story structures, on lots where the principal structure is one-story, an administrative approval may be given to allow an accessory structure to be taller than the principal structure, but in no case more than 5' taller than the principal structure as measured from the tallest roof peak of the principal structure, excluding chimneys, cupola, spires, and other architectural features. In no case shall an accessory structure exceed the height limit of the district.

Not included in the language above, but something the City Council/Planning Commission may want to consider would be a requirement to have a minimum pitch to the roof of accessory structures, or possible match the pitch of the principal structure. This would only be necessary if flat roofs were discouraged.

\*\*The proposed amendment is on page 22 in the attached section of Code from the Zoning Ordinance.\*\*

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# Article I General

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## **A. Title**

This ordinance shall be known and may be cited as the “Zoning Ordinance” for the City of Fairhope, Alabama.

## **B. Purpose and Authority**

### **1. Authority**

This ordinance, and all subsequent amendments, is adopted pursuant to the authority granted by Section 11-52-1 et seq. Code of Alabama, 1975 (as amended).

### **2. Purpose**

This ordinance is adopted for the following purposes, all in accordance with the Comprehensive Plan of the City of Fairhope, Alabama:

- a. to lessen congestion in the streets;
- b. to secure safety from fire, panic, and other dangers;
- c. to promote health and general welfare;
- d. to provide adequate light and air;
- e. to prevent overcrowding of land;
- f. to avoid undue concentration of land; and,
- g. to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements.

## C. Applicability

### 1. Establishment of Districts

The following districts are established to maintain the character of the districts and their suitability for particular uses, and to conserve the value of buildings and encourage the most appropriate use of land throughout the municipality.

- R-A - Residential/Agriculture District
- R-1 - Low Density Single-Family Residential District
- R-1(a) - Low Density Single-Family Residential District
- R-1(b) - Low Density Single-Family Residential District
- R-1(c) - Low Density Single-Family Residential District
- R-2 - Medium Density Single-Family Residential District
- R-3 - High Density Single-Family Residential District
- R-3 PGH - High Density Single-Family Patio Garden Home Residential District
- R-3 TH - High Density Single-Family Townhouse Residential District
- R-4 - Low density Multi-Family Residential District
- R-5 - High Density Dwelling Residential District
- R-6 - Manufactured Home District
- B-1 - Local Shopping District
- B-2 - General Business District
- B-3a - Tourist Resort Lodging District
- B-3b - Tourist Resort Commercial Service District
- B-4 - Business and Professional District
- M-1 - Light Industrial District
- M-2 - General Industrial District
- CBD - Central Business District Overlay
- AO - Airport Overlay
- P-1 - Parking District
- FH-1 - Flood Hazard District
- PUD – Planned Unit Development
- VRM – Village Residential Mix
- NVC – Neighborhood Village Center
- CVC – Community Village Center

### 2. Application of Regulations

- a. *Use:* No building or land shall be used or occupied and no building or part thereof shall be erected, constructed, moved, or altered except in conformity with the regulations for the district in which it is or is to be located.
- b. *Structures:* No structure shall be erected, constructed or altered so as to exceed the height limit or dimensional standards specified in the regulations herein for the district in which it is located.
- c. *Lots:* No lot shall be reduced in size below the minimum requirement for lot width or depth, front, side, or rear yard, inner or outer courts, lot area per family or other requirements of this ordinance. This section shall not apply when a portion of a lot is acquired for public use.

### 3. Interpretation of District Boundaries

Where uncertainty exists with respect to the boundaries of any of the districts as shown on the official zoning map, the following rules shall apply:

- a. Unless otherwise indicated, the district boundaries shall be construed to follow property lines, land lot lines, center lines of public rights-of-way, shorelines of bodies of water, or civil boundaries.
- b. Where district boundaries are approximately parallel to the centerlines of rights-of-way or of shorelines of bodies of water, district boundaries shall be construed as being parallel to these lines at the distance

indicated on the official zoning map. If no distance is given, the dimensions shall be determined by the use of the scale shown on the official zoning map.

- c. Where a public right-of-way is officially vacated or abandoned, the regulations applicable to the property to which it is reverted shall apply to the vacated or abandoned right-of-way.
- d. The final determination of a district boundary shall be made according to the legal description contained in the adopted ordinance. If the description is incomplete, the city council shall determine the legislative intent and may, if necessary, adopt an amending ordinance to correct the district boundary.

**4. Adoption, Identification and Changes to the Official Zoning Map**

The current zoning map of the City, which is maintained by the Director of Planning and Building or his / her designee under the direction of the Mayor and kept on file at City Hall, shall continue to be the official zoning map of the City and nothing contained herein shall be construed to alter or amend the current zoning map. A copy of said map is attached hereto as Exhibit "A". Future changes in district boundaries shall be made on the zoning map for convince and reference. Map amendments to the zoning ordinance shall be made in accordance with the procedures established in Article II hereof. This official ordinance approving the map change shall be recorded in Appendix A of the Zoning Ordinance. In the event of a conflict between the map and this zoning ordinance or any amendment hereto, the legal description from the particular ordinance shall control.

**5. Text Amendments**

Text amendments to the Zoning Ordinance shall be made according to the procedures established in Article II. Ordinances amending the text of the Zoning Ordinance shall be recorded in Appendix C of this ordinance.

**6. Newly Annexed Land**

Property annexed into the City shall be zoned according to the following:

- a. Property shall have any zoning designation given to it by the City Council according to the procedures specified in this ordinance.
- b. Where no designation is given by the City Council and the property is otherwise un-zoned, it shall be classified as R1 – Low Density Single Family Residential District.
- c. Property annexed into the City that is zoned by Baldwin County shall be classified as the most similar district at the time of application, unless a different classification is given by the City Council. The Director of Planning and Building shall make the determination of the most similar district. Similar classifications do not require due process and public notice procedures before the Planning Commission or the City Council. These requests are considered directly by the City Council at the time of annexation consideration. If the applicant requests a different zoning district then the case shall follow the annexation contingent on zoning procedures.

**7. Conflicts with Other Laws**

Whenever the requirements of this ordinance conflict with the requirements of any other lawfully adopted statutes, rules, regulations, or ordinances, the most restrictive, or that imposing higher standards, shall govern.

**8. Severability and Validity**

Each phrase, sentence, paragraph, section or other provision of this ordinance is severable from all other such phrases, sentences, paragraphs, sections and provisions. Should any phrase, sentence, paragraph, section or provision of this ordinance be declared by the courts to be unconstitutional or invalid, such declaration shall not affect any other portion or provision of this ordinance.

## Article II Procedures

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### **A. Review Bodies**

#### **1. City Council**

The City Council shall exercise all final legislative authority over zoning matters as provided in this ordinance.

#### **2. Planning Commission**

- a. *Establishment and Authority:* The Planning Commission of the City of Fairhope is established according to Title 11, Chapter 52 of the Code of Alabama (1975), as amended, and Article 17 of the City Code. The Planning Commission shall exercise the authority granted by the Code of Alabama, the City Code, and the Zoning Ordinance.
- b. *Memberships:*
  - (1) The commission shall consist of nine members having the following qualifications:
    - A member of the city council, to be selected by it;
    - The mayor;
    - An administrative official of the city, appointed by the mayor;
    - Six members, appointed by the mayor, who shall reside in or have as their principal place of employment, the City of Fairhope, Alabama or its planning jurisdiction who hold no other public office in the City of Fairhope.
    - This subsection is intended to comply with the terms of Chapter 52 of Title 11 of the Code of Alabama (1975), as amended, with respect to the members of the Planning Commission. To the extent those terms are altered, amended, replaced or otherwise changed, this subsection shall be construed so as to apply with such altered, amended, replaced or changed terms.

- (2) The mayor, the city councilperson, and the city administrative official shall be ex-officio members of the commission having full privilege of participation in the business of the commission, including voting privileges. Their terms shall correspond to their respective official tenures except that the terms of the administrative official selected by mayor shall terminate with the term of the selecting mayor.
  - (3) All members shall serve without compensation but may be reimbursed for actual expenses incurred in connection with their official duties. All members shall be provided with relevant information outlining conflict of interest laws.
  - (4) The City Director of Planning and Building shall serve in an advisory capacity to the commission and shall attend all meetings, unless excused by the commission, but shall not vote.
  - (5) The terms of the six members citizen employees shall be on accordance with the applicable law; provided; however, that nothing in this zoning ordinance shall be construed so as to shorten the term of any current citizen appointee.
  - (6) The vacancy on the commission shall be filled for the un-expired term by the mayor in the case of members appointed by the mayor or by the council in the case of a member selected by the council. Members appointed by the mayor may be removed by the mayor and the member appointed by the council may be removed by the council for inefficiency, neglect of duty or malfeasance in office after a public hearing held pursuant to written charges.
- c. *Rules of Procedure:* The Planning Commission shall establish bylaws under which to operate as provided by law.
- d. *Duties and Powers Under Zoning Ordinance:* The Planning Commission shall have the following powers and duties under the Zoning Ordinance:
- (1) To review and make recommendations on zoning amendments for compliance with the Comprehensive Plan.
  - (2) To review and approve site plans consistent with the standards in this ordinance and the existing zoning for the property.
  - (3) To propose zoning amendments to the City Council;
  - (4) To advise the City Council on implementation of the Comprehensive Plan, and;
  - (5) Other duties as authorized by the Code of Alabama (1975), as amended, and the City Code.

### 3. Director of Planning

The Director of Planning shall be the municipal zoning officer, or the zoning officer's representative whose duties shall be as follows:

- a. The Director of Planning is authorized and empowered on behalf and in the name of the council to administer and enforce the provisions of this ordinance including:
  - (1) Receive applications;
  - (2) Inspect premises, and issue certificates of zoning compliance, and certificates of occupancy for uses and structures which are in conformance with the provisions of this ordinance;
  - (3) Interpret the meaning of the ordinance in the course of enforcement;
  - (4) Propose zoning amendments as provided in this ordinance; and,
  - (5) Advise the Planning Commission and City Council on implementation of the Comprehensive Plan.
- b. The Director of Planning shall keep records of certificates of occupancy issued, maps, plats and other documents with notations of all special conditions involved. He shall file and safely keep copies of all sketches and plans submitted, and the same shall form a part of the records of his office and shall be public record.

**4. Board of Adjustments**

- a. *Establishment and Authority:* The Board of Adjustment of the City of Fairhope, Alabama is hereby established according to the Code of Alabama (1975), as amended.
- b. *Membership:*
  - (1) The Board shall consist of five members, appointed by the City Council of the City of Fairhope, Alabama for overlapping terms of three years.
  - (2) The initial appointment of the Board shall be as follows: two members for one year; two members for two years; and one member for three years.
  - (3) Any vacancy in the membership shall be filled for the unexpired term in the same manner as the initial appointment. Members shall be removable for cause by the council upon written charges and after public hearing.
  - (4) No member shall hold any other public office or position.
  - (5) Every member shall reside in the city limits of the City of Fairhope, Alabama.
- c. *Rules of Procedure:* The Board shall observe the following procedures:
  - (1) The board shall adopt rules in accordance with the provisions of this ordinance for the conduct of its affairs.
  - (2) The board shall elect one of its members as chairman, who shall serve for one year or until he is reelected or his successor is elected.
  - (3) The board shall appoint a secretary.
  - (4) The meetings of the board shall be held at the call of the chairman and at other times as the board may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses by subpoena.
  - (5) All meetings of the board shall be open to the public.
  - (6) The board shall keep minutes of its proceedings, showing the voice vote of each member upon each question, or indicating absence or failure to vote, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the clerk and shall be a public record.
- d. *Duties and Powers:* The Board shall have the following duties and powers:
  - (1) *Administrative Review* - To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by the Director of Planning and Building, or other administrative official, in the enforcement of this ordinance.
  - (2) *Special Exceptions* - To hear and decide special exceptions to the terms of this ordinance upon which the board is required to pass under this ordinance.
  - (3) *Variances* - To authorize upon appeal in specific cases variance from the terms of this ordinance not contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in unnecessary hardship, so that the spirit of this ordinance shall be observed, public safety and welfare secured, and substantial justice done. Prior to granting a variance, the Board shall find that:
    - (a) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;
    - (b) The application of this ordinance to the particular piece of property would create an unnecessary hardship;
    - (c) Such conditions are peculiar to the particular piece of property involved; and,
    - (d) Relief, if granted, would not cause substantial detriment to the public good or impair the purpose and intent of this ordinance; provided however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.
  - (4) *Uses Not Provided For:* Whenever, in any district established under this ordinance, a use is neither specifically permitted or denied and an application is made by a property owner to the Director of Planning and Building for use, the Director shall refer the application to the board of adjustment which shall have the authority to permit the use or deny the use. The use may be permitted if it is similar to and compatible with permitted uses in the district and in no way is in conflict with the general purpose and intent of this ordinance.

**Discuss intent, i.e. Character . Why are we doing this? Why add a process?**

**B. Applications**

All applications submitted under this ordinance shall be made on forms provided by the Director of Planning and Building. All applications shall be made according to the published Planning Commission schedule. In addition to the minimum information specified on the application forms, applicants may be asked, in the Director’s, Planning Commission’s, or City Council’s discretion, to submit additional information, data, or reports, as is reasonably necessary for the review bodies to make an informed decision on compliance of the application with this ordinance.

**C. Review Procedures**

**Table 2-1: Procedures**

Application Type	Map Amendment (Rezoning)*	Zoning Text Amendment	Site Plan Approval	Administrative Appeal	Special Exception	Variance	Building Permit	Certificate of Occupancy/Zoning Compliance
Review Body								
Director of Planning and Building	A RR	A RR	A RR	A RR	A RR	A RR	A/RR D	A/RR D
Planning Commission	H RR	H RR	RR					
City Council	H D	H D	D					
Board of Adjustment				H D	H D	H D		

A = Determination of complete application subject to Section II.B.  
 RR = Review and/or recommendation  
 H = Public hearing subject to notice and procedure requirements of this Article.  
 D = Final Decision  
 \* See Article VI, Section D. for special expedited review procedures for the Village Zoning Districts.

**1. Zoning Amendments**

a. *Initiation –*

- (1) Zoning Text Amendment - An amendment to the text of the zoning ordinance shall only be initiated by the Director of Planning and Building, members of the Planning Commission, or members of the City Council. Other individuals requesting an amendment to the text of the zoning ordinance must get one of these authorized individuals to sponsor the proposed amendment.
- (2) Zoning Map Amendment - A zoning map amendment to rezone property may be initiated by a majority of the City Council, a majority of the Planning Commission, or the property owner.

- b. *Application* - An application for a zoning amendment shall be submitted on the application form provided by the Director of Planning and Building. The application shall include all information requested on the application form. The Director of Planning and Building shall determine if the application is complete. If the application is not complete, the Director shall notify the applicant in writing indicating necessary steps to cure the incomplete application.
- c. *Notice* –
- (1) Notice of Planning Commission Hearing
    - (a) Published Notice – Notice shall be published once, at least 15 days prior to the hearing, in a newspaper of general circulation. The notice shall include the following:
      - (i) A provision that the application will be considered by the Planning Commission;
      - (ii) A copy of the proposed amendment or application is available at City Hall;
      - (iii) The time and place that the application will be considered by the Planning Commission;
      - (iv) All persons shall have an opportunity to be heard in opposition to or in favor of the amendment;
      - (v) In the case of a zoning map amendment, a general description of any property, including any common name by which the property is known.
    - (b) Mailed Notice –The applicant shall furnish the City the names and mailing addresses of all persons owning property within 300 feet of any specific property that is the subject of the application. Names and addresses shall be from the latest records of the county revenue office and accuracy of the list shall be the applicant’s responsibility. Where land within 300 feet involves leasehold property, the names and addresses of the landowner and the leasehold improvements shall be provided to the City.
    - (c) Posted Notice - The applicant shall 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 posted no later than 15 days before the Planning Commission meetings 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.
    - (d) Upon determination of a complete application, notice of the application will be published and/or mailed. The applicant shall be responsible for all costs of notification and filing fees.
  - (2) Notice of City Council Hearing - Prior to the City Council hearing, two notices shall occur in a newspaper of general circulation in the City, or where no such paper exists, in four conspicuous places in the City. Each notice shall be at least 15 days prior to the date when the City Council will consider the application.
    - (a) Initial Publication - The initial publication shall be according to the following:
      - (i) The text of the proposed amendment in full or the application;
      - (ii) The time and place that the application will be considered by the City Council;
      - (iii) Notice that all persons shall have an opportunity to be heard in opposition to or in favor of the application.
    - (b) Second Publication – The second publication shall be according to the following:
      - (i) A synopsis of the proposed application;
      - (ii) The date and name of the newspaper or locations of the first publication;
      - (iii) The time and place that the application will be considered by the review body;
      - (iv) Notice that all persons shall have an opportunity to be heard in opposition to or in favor of the application.
  - (3) Compliance with Law- the foregoing requirements are intended with applicable law relating to notice. To the extent that such requirements do not so comply with applicable law or in the event any applicable law is hereafter altered, amended or otherwise modified, this section C.1.c. shall be construed so as to comply with such altered, amended or modified law.
- d. *Review* -The proposed amendment shall be reviewed according to the following:
- (1) A complete application shall be reviewed by the Director of Planning and Building.



- (2) The application shall be submitted to the Planning Commission at the next available meeting. The Planning Commission shall consider the application and take one of the following actions:
    - (a) Recommend approval of the application to the City Council;
    - (b) Recommend approval of the application to the City Council, conditioned on specific revisions;
    - (c) Recommend denial of the application to the City Council; or
    - (d) Continue discussion of the application for further study. An application shall only be continued one time without the applicant's consent before the Planning Commission shall pass it along to the City Council for action. Any continuance shall be for a time reasonably necessary to completely and adequately address the issue of further study. An applicant may agree to more continuances.
  - (3) The application shall be submitted to the City Council, only with the recommendation of the Planning Commission. The City Council shall consider the application at a public hearing and take one of the following actions:
    - (a) Approve the application;
    - (b) Approve the application, conditioned on specific revisions;
    - (c) Deny the application;
    - (d) Continue discussion of the application for further study. An application shall only be continued one time without the applicant's consent before the City Council shall take one of the above actions. Any continuance shall be for a time reasonably necessary to completely and adequately address the issue of further study. An applicant may agree to more continuances; or
    - (e) Remand the proposed amendment to the Director of Planning and Building or to the Planning Commission for further study and discussion. An application may be remanded only once without the applicant's consent before the City Council shall take one of the above actions. An applicant may agree to more remands.
- e. *Criteria* – The application shall be reviewed based on the following criteria:
- (1) Compliance with the Comprehensive Plan;
  - (2) Compliance with the standards, goals, and intent of this ordinance;
  - (3) The character of the surrounding property, including any pending development activity;
  - (4) Adequacy of public infrastructure to support the proposed development;
  - (5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
  - (6) Compliance with other laws and regulations of the City;
  - (7) Compliance with other applicable laws and regulations of other jurisdictions;
  - (8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;and,
  - (9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.
- f. *Limitation on Re-submittal* – No application for a zoning map amendment shall be considered within 365 days from a final decision on a previous application for the same or similar parcel of land. An application may be withdrawn without prejudice prior the public hearing being opened by the Planning Commission. A request to withdraw an application shall be made to the Director in writing.
- g. *Nullification for Misrepresentation* – Any rezoning decision that is based in any part on testimony, plans, studies or other support that is later found to have been a material misrepresentation may be summarily nullified. Summary nullification shall require evidence of the misrepresentation at a formal Council meeting and the concurring vote of 4 members of the City Council. It shall not require the notice and hearing necessary for a formal zoning amendment because the initial Council action will be determined null and void due to the material misrepresentation.

## 2. Site Plan

- a. *Initiation* – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures. (Final) site plans that do not accompany a zoning map amendment shall be reviewed according to this section. Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

- (1) Has a gross floor area of 10,000 square feet or greater; or,
  - (2) More than 30% of the lot (excluding the building) is impervious; or
  - (3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article VI. However, applicants for rezoning to the village districts may elect to use the special review procedures in Article VI, Section D. for review of the rezoning application and site plans associated with a village development.
  - (4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval.
- b. *Application* –An application for site plan review shall be submitted on the application form provided by the Director of Planning and Building. The application shall include all information requested on the application form. Preliminary review with the Director and the Planning Commission, prior to a formal application is encouraged. If the application is not complete, the Director shall notify the applicant in writing indicating necessary steps to cure the incomplete application. The application shall be submitted with drawings showing the location of the site and all existing and proposed buildings with sufficient information to evaluate impacts on adjacent properties. Sheet size shall be large enough to document all physical features and shall be suitable for public record. The application does not require public notice nor public hearing.
- c. *Review* – Site plan review shall occur according to the following:
- (1) A complete application shall be reviewed by the Director of Planning and Building.
  - (2) Applications shall be submitted according to the published Planning Commission schedule. The Planning Commission shall consider the application and take one of the following actions:
    - (a) Approve the site plan;
    - (b) Approve the site plan, conditioned on specific revisions;
    - (c) Deny the site plan; or
    - (d) Continue discussion of the application for further study. An application shall only be continued one time without the applicant's consent before the Planning Commission shall take one of the above actions. An applicant may agree to more continuances.
  - (3) The City Council shall consider the site plan only after review and recommendation from the Planning Commission. The City Council shall have the final authority on site plan approval.
- d. *Criteria* – The application shall be reviewed based on the following criteria:
- (1) Compliance with the Comprehensive Plan;
  - (2) Compliance with any other approved planning documents;
  - (3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts;
  - (4) Compliance with other laws and regulations of the City;
  - (5) Compliance with other applicable laws and regulations of other jurisdictions;
  - (6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;
  - (7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values;
  - (8) Overall benefit to the community;
  - (9) Compliance with sound planning principles;
  - (10) Compliance with the terms and conditions of any zoning approval;
  - (11) Any other matter relating to the health, safety, and welfare of the community;
  - (12) Property boundaries with dimensions and setback lines;
  - (13) Location of proposed buildings and structures indicating sizes in square feet;
  - (14) Data to show percentage of lot covered with existing and proposed buildings;
  - (15) Elevations indicating exterior materials;
  - (16) The locations, intensity, and height of exterior lights;
  - (17) The locations of mechanical equipment;
  - (18) Outside storage and/or display;
  - (19) Drive-up window locations (must be away from residential uses/districts and not in front of building);
  - (20) Curb-cut detail and location(s);

- (21) Parking, loading, and maneuvering areas;
- (22) Landscaping plan in accordance with the City Landscape Ordinance;
- (23) Location, materials, and elevation of any and all fences and/or walls;
  
- (24) Dumpster location and screening; and
- (25) Location and size of all signage.
  
- e. *Effect and Limitation on Approval* – Site plan approval stands for 365 days from the approval date. If the building permit has not been issued within this time, the site plan approval shall be null and void. The Council may consider a request for extension of this time up to 180 additional days for good cause. The site plan may be amended, but amendments shall be subject to the same procedures as a new site plan approval.
  
- f. *Modifications* - Modifications in substantial conformance with an approved site plan may be approved by the Director of Planning and Building if they meet the following conditions:
  - (1) The modification addresses actual site conditions that were not anticipated in the reviewed site plan;
  - (2) The modification meets the intent of the site plan standards in an equivalent or improved manner than the original site plan; and
  - (3) The modification results in no greater impact on adjacent property than the approved site plan.
  
- g. *Nullification for Misrepresentation* – Any site plan decision that is based in any part on testimony, plans, studies or other support that is later found to have been a material misrepresentation may be summarily nullified. Summary nullification shall require evidence of the misrepresentation at a formal Council meeting and the concurring vote of 4 members of the City Council. It shall not require a formal site plan review process because the initial Council action will be determined null and void due to the material misrepresentation.

### 3. Board of Adjustment Application

- a. *Initiation* - Applications to the board of adjustment may be made by:
  - (1) Any person aggrieved or by any officer, department, board or bureau of the City affected by any decision of the administrative officer;
  - (2) Any person requesting a variance from the standards of this ordinance; or
  - (3) Any person requesting a special exception as provided under this ordinance.
  
- b. *Application* - An application for a Board of Adjustment review shall be submitted on the application form provided by the Director of Planning and Building. The application shall include all information requested on the application form, including grounds for the request for relief. Applications shall be made according to the published Zoning Board of Adjustment schedule. If the application is not complete, the Director shall notify the applicant in writing indicating necessary steps to cure the incomplete application.
  
- c. *Notice* –
  - (1) *Published Notice* – At least 15 days in advance of the hearing, notice shall be published in a newspaper of general circulation. The notice shall include the following:
    - (a) A provision that the application will be considered by the Board;
    - (b) A copy of the application is available at City Hall;
    - (c) The time and place that the application will be considered by the Board;
    - (d) All persons shall have an opportunity to be heard in opposition to or in favor of the amendment;
    - (e) A general description of subject property, including any common name by which the property is known.
  - (2) *Mailed Notice* –The applicant shall furnish the City the names and mailing addresses of all persons owning property within 300 feet of the property that is the subject of the application. Names and addresses shall be from the latest records of the county revenue office and accuracy of the list shall be the applicant's responsibility. Where land within 300 feet involves leasehold property, the names and addresses of the landowner and the leasehold improvements shall be provided to the City.

- (3) Upon determination of a complete application, notice of the application will be published and/or mailed. The applicant shall be responsible for all costs of notification and filing fees.
  - (4) Compliance with Law- The foregoing requirements are intended with applicable law relating to notice. To the extent that such requirements do not so comply with applicable law or in the event any applicable law is hereafter altered, amended or otherwise modified, this section C.3.c. shall be construed so as to comply with such altered, amended or modified law.
- d. *Review* - Application review shall occur according to the following:
- (1) A complete application shall be reviewed by the Director of Planning and Building. The Director shall offer a written report on the merits of the application to the Zoning Board of Adjustments.
  - (2) The application shall be submitted to the Board at the scheduled public hearing, with the Director's report. The Board shall consider the application and take one of the following actions:
    - (a) Grant the requested relief;
    - (b) Grant the requested relief with specific conditions;
    - (c) Deny the requested relief; or
    - (d) Continue discussion of the application for further study. An application shall only be continued one time without the applicant's consent before the Board can take one of the above actions. An applicant may agree to more continuances.
- e. *Criteria* -
- (1) An application for a variance shall be granted only on the concurring vote of four Board members finding that:
    - (a) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography;
    - (b) The application of the ordinance to this particular piece of property would create an unnecessary hardship. Personal financial hardship is not a justification for a variance.
    - (c) Such conditions are peculiar to the particular piece of property involved; and,
    - (d) Relief, if granted, would not cause substantial detriment to the public good and impair the purpose and intent of this ordinance; provided however, that no variance may be granted for a use of land or building or structure that is prohibited by this ordinance.
  - (2) Any other application to the Board shall be reviewed under the following criteria and relief granted only upon the concurring vote of four Board members:
    - (a) Compliance with the Comprehensive Plan;
    - (b) Compliance with any other approved planning document;
    - (c) Compliance with the standards, goals, and intent of this ordinance;
    - (d) The character of the surrounding property, including any pending development activity;
    - (e) Adequacy of public infrastructure to support the proposed development;
    - (f) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
    - (g) Compliance with other laws and regulations of the City;
    - (h) Compliance with other applicable laws and regulations of other jurisdictions;
    - (i) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;
    - (j) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.
    - (k) Overall benefit to the community;
    - (l) Compliance with sound planning principles;
    - (m) Compliance with the terms and conditions of any zoning approval; and
    - (n) Any other matter relating to the health, safety, and welfare of the community.
- f. *Effect of Appeal* - An appeal to the Board stays all legal proceedings in furtherance of the application appealed from unless the Director certifies to the Board that a stay would cause imminent peril to life and property. In such cases, proceedings will not be stayed, unless by operation of a court of competent jurisdiction. If an appeal fails for any reason, the stay shall be lifted.

- g. *Effect of Variance* - Any variance granted according to this section and which is not challenged on appeal shall run with the land provided that:
  - (1) The variance is acted upon according to the application and subject to any conditions of approval within 365 days of the granting of the variance or final decision of appeal, whichever is later; and
  - (2) The variance is recorded with the Judge of Probate.
- h. *Limitation on Re-submission* – An application for the same parcel of land shall not be submitted within 365 days of final decision of the Board. Any application may be withdrawn without prejudice prior to the opening of the hearing by the Board. A request to withdraw an application shall be submitted to the Director in writing.
- i. *Appeal* – Any party aggrieved by any final judgment or decision of the Board may appeal to the circuit court. Appeal to the circuit court must occur within 15 days of the Board’s decision. Notice of the appeal shall be filed with the Board specifying the judgment or decision being appealed. The foregoing requirement relating to the time in which a party must appeal a decision of the board is intended to comply with applicable law. To the extent that applicable law is hereafter altered, amended or otherwise modified this section c.3.i shall be construed to as to comply with such altered, amended or modified law.

#### 4. Permits and Certificates

Permits and certificates shall be issued in accordance with the following provisions;

- a. *Commencement of Building*: It shall be unlawful to commence the excavation or construction of any building or other structure, including accessory structures, or to store building materials or erect temporary field offices, or to commence the moving, alterations, or repair of any structure, including accessory structures, until the building inspector of the municipality has issued for such work a building permit including a statement that the plans, specifications and intended use of such structure in all respects conforms with the provisions of this ordinance. Application for the building permit shall be made to the building inspector on forms provided for that purpose and shall be accompanied by payment of the required fee.
- b. *Approval of Plans and Issuance of Building Permit*: It shall be unlawful for the municipal building inspector to approve any plans or issue a building permit for any excavation or construction until he has inspected such plans in detail and found them in conformity with this ordinance. The municipal building inspector shall require that every application for a building permit for excavation, construction, use of land, moving or alteration be accompanied by a dimensioned plan or plat showing sufficient detail to enable the municipal building inspector to ascertain whether the proposed excavation, construction, use of land, moving or alteration is in conformance with this ordinance. At a minimum the plan or plat shall show:
  - (1) The actual shape, proportion and dimensions of the lot to be built upon;
  - (2) The shape, size and location of all buildings or other structures to be erected, altered, or moved and any building or other structures already on the lot;
  - (3) The existing and intended use of all such buildings or other structures; and
  - (4) The adequacy of provisions for control of surface drainage.

If the proposed excavation, construction, moving, or alteration as set forth in the application, are in conformity with the provisions of this ordinance, the building inspector of the municipality shall issue a building permit accordingly. If an application for a building permit is not approved, the building inspector of the municipality shall state in writing on the application the cause for such disapproval. Issuance of a building permit shall, in no case, be construed as waiving any provision of this ordinance.

- c. *Permits Requiring Planning Commission Review*: Any permit or certificate meeting the standards of Section C.2.a. of this Article shall first require review and approval of a site plan by the Planning Commission prior to issuance of the permit or certificate.
- d. *Expiration of Building Permit*: A building permit shall not be transferable and shall be issued only to the applicant. It shall expire if work is not begun within 180 days from the date of issuance and the work for

the entire project has not been completed within 365 days after issuance of the building permit. Request for a 90-day extension may be considered upon the applicant's request made prior to the permit expiration.

- e. *Modification:* It shall be unlawful for the owner, after he has obtained approval of design plans, to change or substantially modify plans, either during construction or after completion without specific written approval of the building inspector.
  
- f. *Certificate of Zoning Compliance and Occupancy:* No land or building or other structure erected, moved or altered in its use shall be used until the building inspector of the municipality shall have issued a Certificate of Occupancy and the Director of Planning and Building shall have issued a Certificate of Zoning Compliance stating that such land or structure is found to be in conformity with the provisions of this ordinance. The Director shall perform the final inspection within reasonable time after receiving a request, and issue either a Certificate of Zoning Compliance or a denial in writing. A denial shall state the reasons for denial. Any person or firm who occupies or causes to be occupied any premises without a Certificate of Occupancy and/or a Certificate of Zoning Compliance shall be subject to citation for violation of this ordinance and shall be subject to the all remedies and penalties hereof.

## **Article III**

### **Zoning Districts**

#### **A. Purpose and Intent**

1. RA Residential/Agriculture District
2. R-1 Low Density Single-Family Residential District
  - R-1(a)
  - R-1(b)
  - R-1(c)
3. R-2 Medium Density Single-Family Residential District
4. R-3 High Density Single-Family Residential District
5. R-3 PGH High Density Single-Family Patio/Garden Home Residential District
6. R-3 TH High Density Single-Family Townhouse Residential District
7. R-4 Low Density Multi-Family Residential District
8. R-5 High Density Dwelling Residential District
9. R-6 Mobile Home Park District
10. B-1 Local Shopping District
11. B-2 General Business District
12. B-3a Tourist Resort Lodging District
13. B-3b Tourist Resort Commercial Service District
14. B-4 Business and Professional District
15. M-1 Light Industrial District
16. M-2 General Industrial District
17. PUD Planned Unit Development
18. CBD Overlay
19. Airport Overlay
20. Flood Hazard District
21. Parking District
22. VRM – Village Residential Mix
23. NVC – Neighborhood Village Center
24. CVC – Community Village Center

#### **B. Allowed Uses**

1. Use Table
2. Accessory Uses
3. Temporary Uses

#### **C. Dimension Standards**

1. Lots and Principal Structure – Dimension Table
2. Residential Accessory Structures – Dimension Table
3. Yards
4. Free-standing Commercial Structures

#### **D. Special Conditions for Uses**

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#### **A. Purpose and Intent**

The following zoning districts, established pursuant to Section 1.C.1 of Article I., are for the purpose of promoting the health, safety, morals and general welfare, and for the additional purposes and intent listed in Articles III, IV, V, and VI of the Zoning Ordinance, all in accordance with the Comprehensive Plan.

1. *R-A Residential/Agriculture District:* This district is intended as a rural environment providing primarily agriculture and agriculture-related uses. Residential uses are allowed at overall low density to support rural and agriculture lifestyles proximate to the city. This district may also be used as a “holding zone” for future development in accordance with the comprehensive plan, when future conditions allow for efficient expansion of urban services.
2. *R-1 Low Density Single-Family Residential District:* This district is intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land. It is sub-classified into four categories (R-1, R-1a, R-1b, and R-1c) based on lot sizes.
3. *R-2 Medium Density Single-Family Residential District:* This district is intended as a medium density single-family urban residential district, with lots of moderate size.
4. *R-3 High Density Single-Family Residential District:* This district is intended as a high-density single-family urban residential district with lots of relatively small size as compared to the preceding single-family residential districts.
5. *R-3 PGH High Density Single-Family Patio/Garden Home Residential District:* This district is intended to provide areas that will be limited to single-family development of a patio/garden home nature where only one (1) side yard is required. The regulations of the R-3 PGH District shall apply to property zoned R-3 PGH as of July 10, 2000. Development of patio homes after this date shall use the PUD zoning districts.
6. *R-3 TH High Density Single-Family Townhouse Residential District:* This district is intended to provide areas exclusively for the development of town houses on a high-density basis where no side yards are required.
7. *R-4 Low Density Multi-Family Residential District:* This district is intended to provide a medium high density single-family structure and two to four family units to a building structure.
8. *R-5 High Density Dwelling Residential District:* This district is intended to provide opportunity, within a general protected residential environment, for the highest residential district density considered as appropriate to the environmental character of the city. Within this district it is also considered suitable to include other uses of a type considered not incompatible with a good high-density living environment and providing for needed community services.
9. *R-6 Mobile Home Park District:* This district is intended to provide space at appropriate locations consistent with community objectives for the establishment of mobile home parks which provide for the establishment of permanent mobile homes for the amenities conducive to an adequate living environment.
10. *B-1 Local Shopping District:* This district is intended to provide for limited retail convenience goods and personal service establishments in residential neighborhoods and to encourage the concentration of these uses in one (1) location for each residential neighborhood rather than in scattered sites occupied by individual shops throughout a neighborhood. Restaurants in the B-1 zoning district may be permitted only on appeal to the Board of Adjustments and may be subject to special conditions. Drive thru restaurants shall not be permitted in the B-1 zoning district.
11. *B-2 General Business District:* This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.
12. *B-3a Tourist Resort Lodging District:* This district is intended to provide commercial and resort areas at appropriate locations to serve the needs of tourists visiting the Bay Beaches and related recreational and cultural attractions. Commercial activities restricted to restaurants, which are attached to or are an integral part of the complex are permitted.



13. *B-3b Tourist Resort Commercial Service District:* This district is intended for a range of commercial and resort residential uses at appropriate locations to serve the needs of tourists.
14. *B-4 Business and Professional District:* This district is intended to provide opportunity for business establishments of a professional nature and is restricted to offices and businesses, which provide specific corporate functions or professional services to the general public.
15. *M-1 Light Industrial District:* This district is intended to provide a suitable protected environment for manufacturing, research and wholesale establishments which are clean, quiet and free of hazardous or objectionable emissions, and generate little industrial traffic. Industrial parks should be encouraged. Locations should be in accordance with comprehensive plans.
16. *M-2 General Industrial District:* This district is intended to provide opportunity for the location of industrial, manufacturing, processing, warehousing, or research and testing operations that, due to employment of heavy equipment or machinery or to the nature of the materials and processes employed, require special location and development safeguards to prevent pollution of the environment by noise, vibration, odors or other factors, and may also require extensive sites for storage and parking, may require extensive community facilities or generate heavy motor traffic. Access to major transportation facilities is usually needed. Locations should be in accordance with the Comprehensive Plan and special review is required for some.
17. *PUD Planned Unit Development:* This district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs. See Article V., Section A for more detailed standards regarding this district.
18. *CBD Overlay District:* This district is intended to preserve downtown Fairhope as the regional village center and as the focal point of the City, in accordance with the comprehensive plan. The district encourages infill development, including shopping, restaurant and entertainment, cultural and artistic institutions, offices, government functions, and residential uses, provided it creates a pedestrian oriented atmosphere and is consistent with the historic fabric of downtown.
19. *Airport Overlay District:* This district is intended to preserve the ongoing operation of the Fairhope Municipal Airport as an economic asset for the community by preventing land uses incompatible with the operations of a municipal airport.
20. *Flood Hazard District:* This district is intended to secure life and property from peril and damage of natural flood hazards, protect property values, and ensure compliance with Federal flood insurance eligibility requirements.
21. *Parking District:* This district is intended for those situations where parking may be provided more efficiently and with less impact on goals for the overall surrounding areas by consolidating and sharing parking in one location.
22. *VRM Village Residential Mix:* This district is intended to create walkable neighborhoods that place a variety of residential types within close proximity to open space and village centers that meet the majority of needs for daily living. This district is developed to more directly implement the neighborhood component of the Comprehensive Plan. See Article VI, Section A for more detailed standards regarding this district.
23. *NVC Neighborhood Village Center:* This district is intended to create walkable commercial areas to support adjacent neighborhoods. This district is developed to more directly implement the Neighborhood Village Center component of the Comprehensive Plan. See Article VI, Section B. for more detailed standards regarding this district.
24. *CVC Community Village Center:* This district is intended to create a community center that serves a broad range of neighborhoods that may be automobile-oriented but still creates a walkable commercial center accessible by a variety of modes of transportation. This district is created to more directly implement the Community Village

Center component of the Comprehensive Plan. See Article VI, Section C. for more detailed standards regarding this district.

**B. Allowed Uses**

1. **Use Table** – Table 3-1 indicates seven categories of uses: (1) residential; (2) civic; (3) office; (4) retail; (5) service; (6) manufacturing, and (7) rural. Within each category, specific uses are listed and indicated as either allowed, allowed subject to special conditions, or allowed by special exception.

**See Table 3-1: Use Table - Zoning Districts and Specific Land Uses**

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
<b>Dwelling</b>																					
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																					
<b>Civic</b>																					
Elementary School		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Secondary School		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Education Facility		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Library		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Place of Worship																			○	○	○
Cemetery	○	○	○			○	○	○		○	○	○			○	○	○		○	○	○
Hospital										○	○	○			○	○	○		○	○	○
Public Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Common Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Community Center or Club	○	○	○			○	○	○		○	○	○			○	○	○		○	○	○
Public Utility	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
<b>Office</b>																					
General										●	●	●	●	●	●	●	●		●	●	●
Professional										●	●	●	●	●	●	●	●		●	●	●
Home Occupation	3	3	3	3	3	3	3	3	3	3	3	3	3	3				3	3	3	3
<b>Retail</b>																					
Grocery										●	●	●	●	●	●	●	●		●	●	●
Convenience Store										3	3	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										○	○	○	○	○	○	○	○		○	○	○
<b>Service</b>																					
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										○	○	○	○	○	○	○	○		○	○	○
Bed & Breakfast																			○	○	○
Hotel / Motel										○	○	○	○	○	○	○	○		○	○	○
Boarding House or Dormitory										○	○	○	○	○	○	○	○		○	○	○
Recreational Vehicle Park																					
Restaurant										○	○	○	○	○	○	○	○		○	○	○
Bar										○	○	○	○	○	○	○	○		○	○	○
Entertainment Venue										○	○	○	○	○	○	○	○		○	○	○
Marina																			○	○	○
Kennel or Animal Hospital										○	○	○	○	○	○	○	○		○	○	○
Warehouse																			○	○	○
Junk Yard or Salvage Yard																			○	○	○
<b>Manufacturing</b>																					
Limited											○			○	●	●			●	●	○
Light															●	●			●	●	
General															○	○			○	○	
Food Processing																					○
<b>Rural</b>																					
Agriculture	●																				
Rural Market	●																				
Plant Nursery	●																				

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

- 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

2. **Accessory Uses** – Any use may be established as an accessory use to any permitted principal use in any district provided that such accessory use:
  - (a) is customarily incidental to and is maintained and operated as part of the principal use;
  - (b) is not hazardous to and does not impair the use or enjoyment of nearby property in greater degree than the principal use with which it is associated;
  - (c) does not create levels of noise, odors, vibration and lighting, or degrees of traffic congestion, dust or pollutants, in a greater amount than is customarily created by principal use; and
  - (d) is not located in minimum exterior yard.
  
3. **Temporary Uses** – The following temporary uses are allowed in any district subject to the limitations and standards specified.
  - (a) *Garage sale*: The city may issue, without charge, a permit to hold a garage or yard sale on a specific lot within the city, good for two consecutive days. Permits shall be issued not more frequently than once each calendar quarter per lot.
  - (b) *Temporary construction building*: Temporary buildings used in construction work only, may be permitted in any district and shall be removed immediately upon completion of construction.
  - (c) *Model homes and sales office*: Residential buildings in new subdivisions of record, containing fifty (50) or more lots may be temporarily used as model homes and sales offices provided such use conforms to the following:
    - (1) A subdivision plat must be filed for record prior to issuance of a permit.
    - (2) Facilities for sewage disposal must be approved and available.
    - (3) Not more than 50 percent of gross floor area may be used for sales office.
    - (4) Only sales activity relating to the subdivision is permitted and no other business activity may be conducted on the premises.
    - (5) A permit shall expire upon completion of the sale of the last lot in subdivision or three calendar years from date of the permit, whichever is earlier. However, the license may be extended for good cause. License is not assignable except on approval of city.
    - (6) Paved parking shall be provided for offices. Landscaping shall be installed in such a manner that vehicles utilizing parking lot shall be screened from view from the right-of-way. Upon expiration of the model home/office use, paving shall be removed by permittee and replaced with grass and landscaping.
    - (7) The use is limited to the structure initially permitted and is not transferable to any other structure or lot within the subdivision.
    - (8) Only one sign shall be allowed upon the premises, not exceeding six square feet in area. The sign shall not be illuminated.

**C. Dimension Standards**

**1. Lots and Principal Structure**

Table 3-2 indicates general dimension standards for lots and principal structures in all zoning districts. Unless otherwise specified in Section D. – Special Conditions for Uses, or Article V. – Special Districts, all lots and principal structures shall meet these standards.

**Table 3-2: Dimension Table - Lots and Principal Structure**

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by all structures	Max. height
			Front	Rear	Side	Street side		
R/A	3 acres/ -	198'	75'	75'	25'	50'	none	30'
R-1	15,000 s.f./ -	100'	40'	35'	10' <sup>b</sup>	20'	40%	30' <sup>a</sup>
R-1a	40,000 s.f./ -	120'	30'	30'	10' <sup>b</sup>	20'	25%	35'
R-1b	30,000 s.f./ -	100'	30'	30'	10' <sup>b</sup>	20'	25%	35'
R-1c	20,000 s.f./ -	80'	30'	30'	10' <sup>b</sup>	20'	25%	35'
R-2	10,500 s.f./ -	75'	35'	35'	10' <sup>b</sup>	20'	37%	30' <sup>a</sup>
R-3	7,800 s.f./ -	65'	30'	35'	8' <sup>b</sup>	20'	35%	30'
R-3 PGH	4,000 s.f./ -	40'	20'	15'	10' <sup>b</sup>	10'	32.5%	30'
R-3 TH	2,400 s.f. <sup>j</sup> / -	24'	20'	35'	0' <sup>c</sup>	20'	45%	30'
R-4	10,500 s.f. for two dwelling units plus 6,500 s.f. for each additional unit/ 7 UPA	75' for two dwelling units plus 5' for each additional unit	30'	35'	10' <sup>b</sup>	20'	30%	30'
R-5	10,500 s.f. for two dwelling units plus 4,100 s.f. for each additional unit/ 10 UPA	75' for two dwelling units plus 5' for each additional unit	30'	35'	10' <sup>b</sup>	20'	30%	30'
R-6	2 acres with a max. of 5 acres <sup>1</sup> / -	250'	25'	20'	20' <sup>b</sup>	25'	N/A	30'
B-1	None/ -	none	20' <sup>d</sup>	20'	none <sup>e</sup>			30' <sup>l</sup>
B-2	None/ -	none	20' <sup>d</sup>	none <sup>f</sup>	none <sup>e</sup>			30' <sup>k,l</sup>
B-3a	7,500 s.f./ -	60'	30'	35'	10'		30%	30' <sup>l</sup>
B-3b	7,500 s.f./ -	60'	20'	20'	none <sup>e</sup>		none	30' <sup>l</sup>
B-4	None/ -	none	20'	20'	10'			30' <sup>l</sup>
M-1	None/ -	none	none <sup>g</sup>	none <sup>f</sup>	none <sup>e</sup>		none	45'
M-2	None/ -	none	none <sup>g</sup>	none <sup>h</sup>	none <sup>h</sup>		none	45'
PUD	See Article V., Section A.							
VRM	See Article VI., Section A.							
NVC	See Article VI., Section B.							
CVC	See Article VI., Section C.							
HTD	See Article V., Section I.							

- a. Structure may exceed the building height provided the lot width is increased by 10 feet for each additional foot in height.
- b. Where a driveway is in the side, and extends past the front of the principal structure, the side setback shall be 15'. Driveways shall not be within 3 feet of the side lot line. The area between the side lot line and driveway shall be vegetated and remain pervious.
- c. End units shall have a minimum side yard of 10'.
- d. Where a lot abuts residential property on both sides, the front setback shall be in line with adjacent structures.
- e. Where a lot abuts residential property, the side setback shall be 10'.
- f. Where a lot abuts residential property to the rear, the rear setback shall be 20'
- g. In the case of existing adjacent establishments, the setback shall be the average within 100 feet on either side of the proposed structure.
- h. Where a side or rear lot abuts residential districts, the setbacks shall be determined on an individual basis.
- i. R-6 Districts may be larger than 5 acres provided they meet all the special design requirements of Article V., Section D.5.
- j. Individual lots in the R-3 TH district may be as small as 2,400 square feet, however each unit must have a minimum of 3,600 square feet made up of lot area and common or public open space according to the standards in Article III, Section D.2.
- k. Central Business District 40'
- l. A building located in any commercial zone may have a height of 35' if it contains both residential and commercial space. The residential use must make up at least 33% of the total area of the building and be located on the second and/or third floor and retail or office space must be located on ground and/or second floor. (See Site Plan Review Article II, Section C, Sub-section 2 – Site Plan, for approval procedures)

**2. Residential Accessory Structures**

Table 3-3 indicates dimension requirements for residential accessory structures.

**Table 3-3: Dimension Table - Residential Accessory Structures**

Dimension District or use	Setbacks				Max. total lot coverage by accessory structure	Max. height	Min. structure separation from principal structure	Min. separation between structures
	Front	Rear	Side	Street side				
R/A	Behind front building line of principal structure	15'	15'	50'	30% of required rear yard	30'	50' for agriculture structures; 10 feet for all other accessory structures	5'
R-3 PGH*	Behind rear building line of principal structure	none required	same as principal structure	same as principal structure	25% of required rear yard*	20' but no taller than the principal structure	5'	5'
All other residential districts	Behind rear building line of principal structure	5'	5'	no nearer than principal structure	25% of required rear yard	30' but no taller than the principal structure**	10'	5'

\*one detached garage up to 600 square feet shall be allowed for Patio/garden homes in addition to the maximum total lot coverage for other accessory structures, subject to all other accessory structure dimension standards.

\*\* In an attempt to preserve historic one-story structures, on lots where the principal structure is one-story, an administrative approval may be given to allow an accessory structure to be taller than the principal structure, but in no case more than 5' taller than the principal structure as measured from the tallest roof peak of the principal structure, excluding chimneys, cupola, spires, and other architectural features. In no case shall an accessory structure exceed the height limit of the district.

**3. Yards**

No part of a yard or other open space required for any building for the purpose of complying with the provisions of this ordinance shall be included as part of a yard or other open space similarly required for another building. Every part of a required yard or court shall be open to the sky, except for permitted accessory structures and the ordinary projection of sills, cornices, buttresses, ornamental features, chimneys, flues, and eaves, provided the projections shall not extend more than two feet beyond the yard area requirements.

**4. Free-standing Commercial Structures**

- a. Any freestanding single use or tenant retail building in the Greeno Road Village Center as contemplated in the Comprehensive Plan shall not have a building footprint larger than 18,000 square feet.
- b. Any free standing single use or tenant retail building in any other business zoning district shall not have a building footprint larger than 8,000 square feet.

**5. Waterfront Lots**

- a. Accessory structures may be located in front or side of principal structures on waterfront lots but may not be located within the required front or side yards. Accessory structures shall maintain minimum structure separation of 10' from the principal structure and 5' separation from all other accessory structures.
- b. Accessory structures located in the required rear yard of waterfront lots shall follow the dimension requirements in Table 3-3.
- c. Structures built over submerged state lands are exempted from the front and side yard setback requirements for accessory structures on waterfront lots.

## D. Special Conditions for Uses

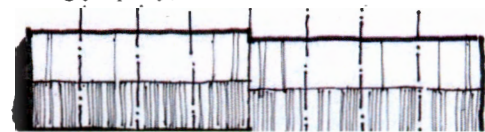
The following special conditions shall apply to all districts where the uses are permitted or permitted by special exception. These special conditions are in addition to the generally applicable standards that apply to all uses within a particular zoning district. In the case of a conflict between the generally applicable standard for the zoning district and the specific standard for the use listed in this section, the more specific standards in this section shall apply.

### 1. Recreational Vehicle Parks

- a. *Intent:* The intent of the special conditions for Recreational Vehicle Parks is to:
- Provide opportunities for temporary travel and lodging facilities for tourists with recreational vehicles;
  - Allow parks that are accessible to the community and attractions in Fairhope; and
  - Ensure location and design standards compatible with community goals and surrounding property.
- b. *Location Restrictions:* All recreational vehicle parks shall have direct access to a County, State or Federal Highway.
- c. *Site Requirements:*
- (1) All recreational vehicle parks shall have a minimum lot width of not less than 50 feet for the portion used for entrance and exit. No entrance or exit shall be through a residential district.
  - (2) The minimum lot area per park shall be three acres.
  - (3) Use of space in recreational vehicle parks shall be limited to travel trailers, mobile homes, motor homes and campers with a maximum length, exclusive of hitch, of 28 feet.
  - (4) Spaces shall be rented by the day or week only and an occupant of a space shall remain in the same trailer park for a period of not more than 90 days.
  - (5) Management headquarters, recreational facilities, toilets, showers, laundry facilities and other uses and structures customarily incidental to operation of a trailer park are permitted as accessory uses in any district in which trailer parks are allowed provided:
    - (a) The establishment and the parking area primarily related to their operation shall not occupy more than ten percent (10 %) of the area of the park.
    - (b) The establishment shall be restricted to use by occupants of the park.
    - (c) The establishment shall present no visible evidence of commercial character, which would attract customers other than occupants of the park.
    - (d) No part of any space intended for occupancy for sleeping purposes shall be within 30 feet of the right-of-way.
  - (6) The recreational vehicle park site plan shall be accompanied by a certificate of approval of the county health department.

### 2. Townhouses

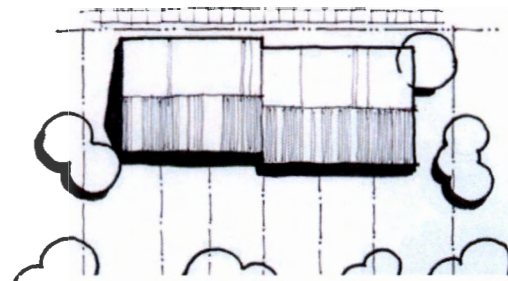
- a. *Intent:* The intent of the special conditions for Townhouses is to:
- Provide a residential format as an alternative to single-family homes;
  - Allow townhouses to be appropriately intermingled with other types of housing and give residents of townhouses quality residential neighborhoods;
  - Ensure location and design standards compatible with surrounding property;
  - Prevent long, unbroken lines of row housing;
  - Make efficient, economical, comfortable, and convenient use of land and open space;
  - Serve the public purposes of zoning by means alternative to conventional arrangements of yards and building areas.
- b. *Site Requirements:*
- (1) Not more than four contiguous townhouse units shall be built in a row with the same front line, and not more than



*Figure 3-1. Townhouse units of more than 4 shall have a differentiated front building line of at least 4 feet and no single building shall have more than 8 units.*

eight townhouses shall be contiguous. In groups of townhouses consisting of more than four units; the required difference in front alignment shall be four feet. *See Figure 3-1.*

- (2) Townhouses shall have a minimum lot area of 3,600 square feet for each unit. This area may be on the same platted lot as the unit, may come from common open space, or can come from existing public open space or public open space proposed to be dedicated with the plan, which is within 660 feet of the unit. No more than one unit may claim the same public or common open space area towards meeting the requirement of 3,600 square feet for each unit.
- (3) Each townhouse shall have on its own lot one rear yard containing not less than 400 square feet, reasonably secluded from view from right-of-ways or from neighboring property. In condominium townhouse or townhouse complex developments not subdivided into lots, one yard containing not less than 400 square feet, reasonably secluded from view from right-of-ways or from neighboring property, shall be provided contiguous to and for the private use of the occupants of each dwelling unit. *See Figure 3-2.*
- (4) All vehicle access to townhouse units shall be rear-loaded by alleys or an internal drive aisle accessing the parking area or garages from the rear of the unit. Insofar as practicable, exterior off-street parking facilities shall be grouped in bays at the interior of blocks. No off-street parking space shall be more than 100 feet by the most direct pedestrian route from a door of the dwelling unit it is intended to serve.
- (5) In townhouse developments with a total area greater than five acres at least 20% of the total area shall be devoted to public or common open space, exclusive of parking areas or accessory buildings. Common open areas may include recreational facilities. Provisions shall be made to assure that common open areas for the use and enjoyment of occupants of townhouses are maintained in a satisfactory manner without expense to the general taxpayer. In addition, the developer of a townhouse development or homeowners association created by the developer by recorded covenants and restrictions, shall preserve for the owners and occupants of the development lands set aside for open areas, parks, or recreational use, and the common off-street parking spaces established for the development.



*Figure 3-2. All townhouse units shall have private yard areas of at least 400 square feet.*

### 3. Patio and Garden Homes

- a. *Intent:* The intent of the special conditions for Patio homes is to:
  - Provide a residential format as an alternative to single-family homes;
  - Allow patio homes to be appropriately intermingled with other types of housing and give residents of patio homes quality residential neighborhoods;
  - Ensure location and design standards compatible with surrounding property;
  - Create a low-maintenance residential alternative;
  - Make efficient, economical, comfortable, and convenient use of land and open space;
  - Serve the public purposes of zoning by means alternative to conventional arrangements of yards and building areas.
- b. *Location Restrictions:* Patio Homes and Garden Homes are only allowed in districts zoned PUD. The special conditions in this section shall also apply to patio homes and garden homes existing as an allowed use in the R-3 PGH district prior to July 10, 2000.
- c. *Site Requirements:*
  - (1) Not more than two patio homes shall be connected.
  - (2) Each individual patio home unit shall be constructed on its own lot.
  - (3) Each lot shall be a minimum width of 40 feet at the front building line, and a minimum lot size of 4,000 square feet.



- (4) Each patio home shall have one side yard with a minimum of 10 feet. Minimum depth for rear yard shall be 15 feet. Fireplace and chimney may be placed in the side or rear yard setback provided they do not project beyond 24 inches beyond the wall, and, provided they do not restrict or obstruct any drainage or drainage easement, either existing or proposed. The required 10 foot side yard must be kept perpetually free of permanent obstructions, accessory structures, walls and fences without gates.
- (5) Privacy fences or walls may be placed on or along any lot lines provided that the fences or walls are not constructed in a manner to block any local lot drainage and provided gates or other openings are provided that will not restrict access for fire protections. An eight-foot maximum height limit will be permitted for privacy fences or walls located on or along any required side or rear yard.
- (6) Each patio home shall have on its own lot, one yard containing not less than 600 square feet, reasonably secluded from view of right-of-ways or neighboring property.
- (7) Maximum lot coverage permitted for the main dwelling shall be 60% of the permitted building area not including coverage permitted for accessory buildings or structures.
- (8) Off-street parking shall be located within the interior of the lot. A common parking area serving no more than six patio homes may be centrally located, provided it is not more than 100 feet from any dwelling unit it serves and is screened from public right-of-ways and adjacent property.
- (9) The exterior walls of the patio home, or any accessory structures located on the zero-foot side yard setback shall not project over the property lines. Roof overhang may penetrate maintenance and drainage easement of the adjacent lot a maximum of 30 inches, provided the roof shall be so designed that water run off shall be restricted to the drainage easement area.
  - (a) Where adjacent zero lot line dwellings are not constructed against or along a common lot line, a perpetual drainage easement shall be provided which shall be approved by the city engineering department. Fences and walls may be located on or along this easement provided gates or other openings that will not block local lot drainage are maintained.
  - (b) The lot adjacent to the zero setback side yard must be under the same ownership at the time of initial construction (ensuring that a developer does not infringe on the property rights of owners of adjacent tracts).
  - (c) A 15-foot side setback shall be required, provided the adjacent property is not zoned for patio homes or is not a permitted use in the adjacent zoning district.

**4. Automobile Service Stations and Convenience Stores**

- a. *Intent:* The intent of the special conditions for Automobile Service Stations and Convenience Stores is to:
  - Provide access to necessary services offered by automobile service stations and convenience stores from all areas of the city;
  - Allow service stations and convenience stores to be appropriately mingled with other non-residential uses;
  - Ensure location and design standards compatible with surrounding property, particularly the scale and intensity of surrounding commercial uses;
  - Minimize the potential negative impact that automobile service stations and convenience stores may have on surrounding property and neighborhoods;
  - Recognize that the design and scale of automobile service stations and convenience stores can determine how well this use fits in with surrounding uses.

b. *Location Restrictions:*

- (1) In the NVC district or CVC district, automobile service stations may be located anywhere subject to the special design requirements listed in Section D.4.d of this Article
- (2) In all other districts, the property on which an automobile service station or convenience store is located shall not be within 100 feet of any residential district, or any property containing a school, public playground, church, hospital, public library, institution for children or dependents.

c. *Site Requirements:*

- (1) An automobile service station or convenience store shall

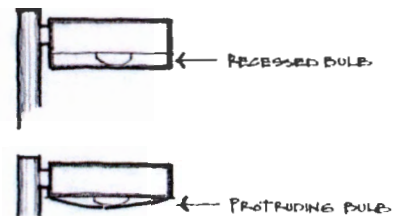
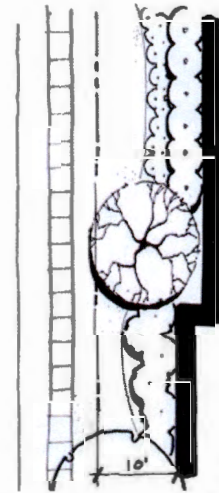


Figure 3-3. All light sources shall be shielded. Protruding bulbs and lenses are prohibited.

have a minimum front lot line on the primary right-of-way of 120 feet and a minimum area of 12,000 square feet.

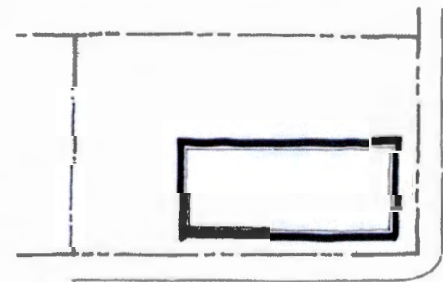
- (2) All buildings shall be set back 40 feet from all right-of-way lines and all canopies shall be set back 15 feet from all right-of-way lines.
- (3) A raised curb of at least six inches in height shall be erected along the right-of-way lines, except for driveway openings.
- (4) A solid fence or wall not less than six feet nor more than eight feet in height shall be erected along all adjacent property lines facing any adjacent residential lot.
- (5) Light or glare shall not spill onto adjacent property or right-of-ways. All light fixtures shall be either recessed into a canopy, or if they protrude shall have a box that shields the bulb from direct view. A light fixture that protrudes from the bottom of a canopy shall have a box completely surrounding the bulb and the lens shall be flush with the box. Lenses shall not protrude past the bottom of the box. Should a gas station canopy be repaired or improved and the value of the improvements or the repair total 50% or more of the assessed value of the structure, these lighting requirements must be met. This 50% value is a cumulative total. *See Figure 3-3.*
- (6) All driving, parking storage, and service areas shall be paved and curbed.
- (7) No automobile service station or convenience store shall be extended in area unless the proposed extension is in conformity with the requirements.
- (8) All gasoline pump islands shall be set back at least 15 feet from right-of-way line, or where a future widening line has been established, the setback line shall be measured from such line, and where pump islands are constructed perpendicular to the right-of-way. However, the pumps shall be at least 60 feet from the centerline of an arterial street, 55 feet from the centerline of a collector street and 45 feet from the centerline of other streets.
- (9) Vehicular entrances or exits shall be provided according to Article V. of the Subdivision Regulations.



**Figure 3-4.** Maximum 10-foot setback in the NVC or CVC Districts.

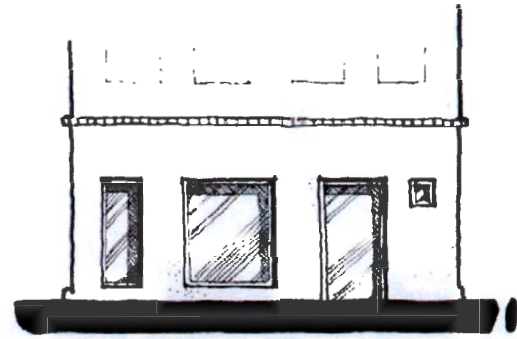
d. *Special Design Requirements - NVC and CVC Districts:* In addition to the above site requirements, the following special design requirements shall apply to automobile service stations or convenience stores located in the NVC or CVC.

- (1) All buildings shall be set back no more 10 feet from all right-of-way lines. Any area between the building and the right-of-way shall only be used for landscape elements. *See Figure 3-4.*
- (2) All buildings shall have a primary entrance facing the street, directly connected to the public sidewalk.
- (3) At least 60% of all street-frontages on the lot shall be occupied by the building. On corner lots, the street frontage on the secondary street may be occupied by the building on as little as 50% of that frontage, provided that the 60% requirement is met when both frontages are combined. *See Figure 3-5.*
- (4) All buildings shall have at least 50% clear glazing on of any street facing ground level. Glazing on windows and doors shall count towards this requirement. *See Figure 3-6.*
- (5) Pump islands shall be located behind or to the side of the building.
- (6) No more than two pump islands with a maximum of four pumping stations per island shall be located on the site.
- (7) No more than two service bays shall be located on the site. Service bays shall not face the primary street frontage of the building.



**Figure 3-5.** Street frontages shall be occupied by building facades for at least 60% of the lot width on the buildings primary street. Corner buildings may reduce this to as much as 50% on the buildings secondary street provided the cumulative total for both streets exceed 60%.

- (8) All driving, parking storage, and service areas shall be paved and curbed.
- (9) All gasoline pump islands shall be set back at least 15 feet from right-of-way line, or where a future widening line has been established, the setback line shall be measured from such line, and where pump islands are constructed perpendicular to the right-of-way. However, the pumps shall be at least 60 feet from the centerline of an arterial street, 55 feet from the centerline of a collector street and 45 feet from the centerline of other streets.
- (10) Vehicle entrance and exits shall be subject to the specifications in the Subdivision Regulations.
- (11) No outdoor storage of any kind is permitted on the site.
- (12) All vehicles shall be stored in an enclosed area and all vehicle repairs shall occur in an enclosed area.
- (13) All automobile service stations are subject to special site enhanced screening conditions to appropriately screen adjacent property from parking, pump islands, or service bays. This site screening shall be specific to the context of the site and may involve landscape, walls, or other elements in accordance with the tree and landscape ordinance.



*Figure 3-6. Ground level, street-facing facades shall have at least 50% clear glazing.*

## 5. Home Occupations

- a. *Intent:* The intent of the special conditions of Home Occupations is to:
  - Provide opportunities for residents to earn income and operate businesses from their home;
  - Allow businesses that do not adversely impact the residential character of neighborhoods; and
  - Ensure that the ongoing operations of home occupations are not visible or detrimental to adjacent residents and property owners.
- b. *Location Restrictions:*
  - (1) Home occupations are permitted in all districts where residences are permitted, if licensed by the City's revenue officer and conforming to the special conditions of this section and any applicable laws or ordinances.
  - (2) Any operation, which, whether by requirement of any law or regulation or for any other reason, requires a full and complete separation from the living area of the main building, shall not be construed as a home occupation within the meaning of the ordinance.
- c. *Site Requirements:*
  - (1) The home occupation shall be an accessory use, incidental to the primary use of the premises for residential purposes.
  - (2) The home occupation shall be operated only by members of the family residing on the premises. No non-family employees shall be employed on the premises. No article or service shall be sold or offered for sale except as may be produced by members of the family residing on the premises and no merchandise shall be delivered to customers at the premises.
  - (3) No home occupation shall alter the appearance of the home or neighborhood either through structural changes or through ongoing activities and operations. The building shall be an existing structure ready for occupancy and not a proposed structure. No building altered in any fashion inconsistent with the residential appearance for the purpose of accommodating or expanding any home occupation, existing or proposed.
  - (4) Parking for not more than two vehicles in conjunction with home occupation may be provided in the existing driveway area. No expansion of parking to serve the home occupation shall be permitted and in no case shall public property be utilized for parking. Uses that require additional parking per the parking schedule shall not be eligible as a home occupation.
  - (5) The home occupation shall not generate excessive traffic or produce obnoxious odors, glare, noise vibration, electrical disturbance, radioactivity, electromagnetic interference or any other condition detrimental to the character of the surrounding area.

- (6) Business signs shall not be permitted for home occupations located within residential districts. In other use districts, signs shall not exceed two square feet in sign area, attached to the face of the building, limited to one sign only.
- (7) For purposes of home occupations, the written statements of the majority of owners of property within 300 feet in opposition to the home occupation shall be sufficient cause to determine that the use is of a character detrimental to the surrounding area.

d. *License*

- (1) No license, new or renewal, shall be issued until an application shall have been completed by applicant, premises inspected and application endorsed with approval of the Director of Planning and Building.
- (2) The applicant for a home occupation license shall either own the property or, if a tenant, have the owner's written permission to engage in the proposed home occupation.
- (3) The license shall be kept on file at the premises where the home occupation is located and shall be subject to examination by the revenue officer or Director of Planning and Building upon request, and shall be surrendered to the city upon written citation for violations of any condition or ordinance requirement.
- (4) Home occupation licenses shall expire on the 31<sup>st</sup> day of December of each calendar year and are delinquent February 1<sup>st</sup>.

## 6. Cemeteries

a. *Intent:* The intent of the special conditions for cemeteries is to:

- Provide public access to cemeteries within the City;
- Allow cemeteries to establish a park-like, civic setting to mourn, honor, and commemorate the deceased; and
- Ensure location and site conditions that are compatible to surrounding property and neighborhoods.

b. *Location Restrictions:*

- (1) The site proposed for a cemetery shall not interfere with the development of a system of collector or larger streets in the vicinity of the site. In addition, the site shall have direct access to an arterial street.
- (2) Any new cemetery shall be located on a site containing not less than twenty (20) acres.

c. *Site Requirements:*

- (1) All structures shall be set back no less than 25 feet from any property line or minor street right-of-way.
- (2) All graves or burial lots shall be set back not less than 25 feet from any property line on local street right-of-way lines, and not less than 50 feet from any collector or arterial street right-of-way.
- (3) The entire cemetery property shall be landscaped and maintained.
- (4) The expansion of any existing cemetery shall only be allowed according to the Special Exception procedures in Article II.

## 7. Storage and Parking of Trailers and Commercial Vehicles

a. *Intent:* The intent for the special conditions for Storage and Parking of commercial Vehicles is to:

- Provide opportunities for residents to own, utilize, and store commercial vehicles, trailers, and recreational vehicles; and
- Ensure that parking and temporary storage of commercial vehicles, trailers, and recreational vehicles is not detrimental to the neighborhood character and adjacent residents or property owners.

b. *Location Requirements:* Commercial vehicles and trailers of all types, including travel, boat, camping and hauling, shall not be parked or stored on any lot occupied by a dwelling or any lot in any residential district except in accordance with the requirements in this section.

c. *Site Requirements:*

- (1) No more than one commercial vehicle per dwelling shall be permitted. In no case shall a commercial vehicle used for hauling explosives, gasoline or liquefied petroleum products be permitted.

- (2) No travel trailer, hauling trailer, utility trailer, boat, boat trailer, motor home or commercial vehicle shall be parked or stored in the front yard, or on corner lots, in a side yard abutting a public right-of-way or upon the right-of-way. The length of said vehicle shall not exceed twenty-eight feet (28').
- (3) These vehicles shall be allowed in a side yard only if the rear yard cannot be reasonably accessed. Topographical features, the existence of mature trees or the existence of properly permitted and constructed structures, which prevent rear yard parking, is sufficient to establish a lack of rear yard access. If parked in the rear yard, a hard surface pad with access shall be provided by either a hard surface drive, hard surface drive strips or an access drive constructed of turf block materials. All vehicles covered by this section shall have a minimum side and rear setback of six feet (6'). No vehicle covered in this section shall be located in a side yard containing a driveway.
- (4) A travel trailer shall not be occupied either temporarily or permanently while it is parked or stored in any area except in a recreational vehicle park authorized under this ordinance.
- (5) A junked vehicle, or one that is not operational shall not be permitted to be located on or near lots with dwelling units. These junked autos shall be confined to junkyards.

## 8. Personal Storage

- a. *Intent:* The intent of the special conditions for Personal Storage is to:
  - Allow for personal storage services to be mixed with other compatible commercial uses;
  - Ensure that personal storage facilities are located appropriately in order to minimize the impact on adjacent property; and
  - Recognize that the design and scale of personal storage facilities can determine how well this use fits in with surrounding uses.
- b. *Location Requirements:*
  - (1) Exterior personal storage facilities on more than two acres shall be located only in the M-1 and M-2 districts and only by special exception.
  - (2) Exterior personal storage facilities on less than two acres and indoor personal storage facilities may be located in the B-2 district and only by special exception.
- c. *Site Requirements:*
  - (1) All one-way drive aisles shall provide for one 10-foot wide travel lane. Traffic direction and parking shall be designated by signs or painting.
  - (2) All two-way drive aisles shall provide for one 10-foot wide parking lane and two 12-foot wide travel lanes.
  - (3) Two parking spaces, to be located at the project office for use of clients, shall be provided for the manager's quarters plus one additional space for every 25 storage cubicles.
  - (4) Any other site requirements determined through the special exception procedure to minimize impacts on adjacent property.

## 9. Accessory Dwelling Units

- a. *Intent:* The intent of the special conditions for accessory dwelling units is to allow flexibility in living arrangements and home occupations while maintaining the residential character of existing neighborhoods. These standards apply to all districts except for the Village Districts in Article VI.
- b. *Location Restrictions:* Accessory dwelling units shall be located on the same lot as the principal structure and are subject to the dimension standards in Section C.2. of this Article.
- c. *Site Requirements:*
  - (1) Any accessory structures shall only have a half bath.
  - (2) Kitchens and electrical wiring or gas-supporting kitchens are prohibited.
  - (3) Any accessory structure proposed for office or extra living areas shall not be larger than 50% of the gross square footage of the principal structure.
  - (4) Any utilities for an accessory structure shall run through the principal structure.

- d. *Exception:* Notwithstanding anything contained in this subsection 9 to the contrary any “bona-fide” mother-in-law suite with a kitchen, attached to the principal structure, under common roof, shall not be deemed to be an accessory dwelling unit for purpose of this zoning ordinance but, instead, shall be deemed to be a part of the principal dwelling unit.

**10. Building Materials on Commercially Zoned Property**

- a. *Intent:* The intent of the special conditions on building material for commercially zoned property is to prevent negative visual impact, provide attractiveness and beautification, and protect commercial property values.
- b. *Location restrictions:* The special conditions in this section shall apply to any commercially zoned property in the City of Fairhope.
- c. No building or portion of a building visible from a public street or right-of-way shall be exposed metal. A façade of some type or material shall be used to visually screen the metal from the public street or right-of-way.

**11. Restaurants and Accessory Bars in the M-1 Light Industrial District**

- a. *Intent:* The intent of these special conditions for restaurants and associated bars in the M-1 Light Industrial District is to provide a method for restaurants to be permitted in the M-1 district.
- b. *Location Requirements:* The special conditions in this section shall apply only to the M-1 Light Industrial District.
- c. *Site Requirements:*
  - (1) Prohibition of drive throughs. Restaurants shall not contain drive through windows or pick up windows. Restaurant must be a sit-down style restaurant.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE 953 AND ORDINANCE NO. 1658,  
AN ORDINANCE TO AMEND CHAPTER 21, ARTICLE III, WATER,  
REPLACING SECTION 21-32 CONNECTION FEES AND EXPENSES  
FAIRHOPE CODE OF ORDINANCES**

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

**ARTICLE III. WATER**

**Sec. 21-32 CONNECTION FEES AND EXPENSES:**

(a) The City of Fairhope has established fees for metered connections to the water system. The total connection fee is a combination of costs that include a System Development Charge (SDC) and an Installation Fee (Tap Fee). The SDCs, for each new service, is to recover cost relating to the capital investment required to provide the source water (groundwater wells), treatment facilities and ground or elevated storage tanks and capital funding necessary to maintain said facilities. The fee will also provide capital funding for capacity improvement projects where growth or hydraulic capacity requirements to support needed fire flows are recommended.

One Hundred (100) percent of the SDC and Installation Fees shall be used for Capital Replacements and Improvements to the Water System only.

(b) The Installation Fee, if required, is to recover the material and labor costs to install the service when an existing service to the property is not available. The SDCs and the Installation Fee are one-time fees to provide water service to a specific location and cannot be transferred to another site. Any water service upgrades to a location will be determined as the difference between the existing SDCs and the proposed SDCs. Installation upgrades will be based on the Installation Fee schedule for the Meter size of the requested upgrade, up to a 2" service.

(c) There are hereby established connection fees for new connections to city water service as follows:

**Connection Fees (based on Meter Size/Fire Line Size)**

<u>Size</u>	<u>SDC Water</u>	<u>SDC Fire Line</u>	<u>Tap Fee</u>	<u>Meter Box or Vault</u>
3/4"	\$1,500	N/A	\$800.00	Meter Box
1" (R)	\$2,000	N/A	\$1,000.00	Meter Box
1" (C)	\$3,750	N/A	\$1,500.00	Meter Box
2" (R)	\$4,800	N/A	\$2,800.00	Meter Box
2" (C)	\$8,000	\$1,500	\$5,000.00	Vault
3"	\$16,000	\$2,000	CALCULATED	Vault
4"	\$35,000	\$3,000	CALCULATED	Vault
6"	\$70,000	\$5,000	CALCULATED	Vault
8"	\$105,000	\$7,500	CALCULATED	Vault

(R) Residential  
(C) Commercial

Ordinance No. \_\_\_\_\_

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1. Irrigation:

Where an existing water customer desires a separate water meter for irrigation, the City of Fairhope may install a second water meter, using the existing service main at a cost equal to the Installation Fee stated above, to be used with an automatic sprinkler system. The size of the Irrigation meter shall be no larger than the existing meter. The Irrigation (water only) service shall be billed at the same rate of the primary meter of the existing service, or an approved "Irrigation Rate." The usage will not be included in the sewer portion of the bill for the account.

2. Miscellaneous Fees and Charges:

A. Where water main extensions or upgrades are required to serve a customer or a new development, the cost to provide needed water capacity, including fire protection, will be the responsibility of the customer or developer.

B. Where a fire protection system requires an unmetered fire main/sprinkler system, the customer shall be responsible for all costs associated with the unmetered service, including a service tap on the main, with isolation valve and approved backflow prevention device at the edge of Right of Way or easement. A fire department connection shall be included on the discharge side of the backflow prevention device. A fire line SDC charge will be required for all fire line connections.

C. Where reduced pressure backflow devices are required, the customer shall be responsible for the installation and maintenance of such devices.

5. Penalty for Violation

Any person found guilty of violating any provision of this ordinance or of doing any act made unlawful by this ordinance shall be punished as provided in Section 1-8 of the Code of Ordinances of the City of Fairhope, Alabama.

**SEVERABILITY**

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

**EFFECTIVE DATE**

This ordinance shall take effect on April 1, 2022 upon its due adoption and publication as required by law.

ADOPTED THIS THE 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

ADOPTED THIS THE 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
Sherry Sullivan, Mayor



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE 953 AND ORDINANCE NO. 1657,  
AN ORDINANCE TO AMEND CHAPTER 21, ARTICLE IV, SEWER,  
REPLACING SECTION 21-52 CONNECTION REQUIREMENTS AND  
CONNECTION FEES, FAIRHOPE CODE OF ORDINANCES**

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

**ARTICLE IV. SEWERS\***

**Sec. 21-52 CONNECTION REQUIREMENTS AND CONNECTION FEES**

(a) The Specifications for connecting to the sanitary sewer system of the City of Fairhope include:

1. All connections shall be made at, or near, the boundary between the private property being served and the edge of the Right of Way or Easement. The customer is responsible for all maintenance of the service line from the connection up to and within the premises being served.
2. All service line pipe material shall be minimum SDR 26 PVC. A cleanout shall be provided at the point of connection.
3. All work shall be in strict accordance with the current plumbing codes and City of Fairhope "Standard Specifications for Constructing Sanitary Sewer Facilities and Water Facilities" latest version. This includes the size of the service line material and the grade it is installed on to meet the flow requirements of the premises. Confirmation of available slope shall be determined by the owner prior to any work.
4. Grease traps, Grit traps and other protective devices shall be installed by the owner, subject to approval of the city of Fairhope building official or Water/Wastewater Superintendent. All work must be inspected and approved prior to being backfilled and covered.
5. In no case shall any collection of rainwater be allowed to enter the sewer system at any location on the property being served.

(b) System Development Charge (SDC) and Installation Fee (Tap Fee).

One Hundred (100) percent of the SDC and Installation Fees shall be used for Capital Replacements and Improvements to the Sewer System only.

1. The System Development Charges are established to recover costs relating to capital needs for capacity, treatment and transmission systems.

**SDCs Wastewater (based on Meter Size)**

<u>Size</u>	<u>Fee</u>
3/4"	\$1,500
1" (R)	\$2,500
1" (C)	\$3,750
2" (R)	\$7,200
2" (C)	\$12,000
3"	\$24,000
4"	\$52,500
6"	\$105,000
8"	\$157,500

2. Installation Fees (Tap Fees) are based on material costs and labor.

Tap Size	Type	Tap Fee	Bore/Gravity length
<b>Residential</b>			
1-1/2"	Low Pressure	\$750.00	Includes bore up to 60ft (over 60 billed per ft)
2"	Low Pressure	\$1,500.00	Includes bore up to 60ft (over 60 billed per ft)
4"	Gravity	\$800.00	Up to 40 ft (over 40ft billed per ft)
<b>Commercial</b>			
1-1/2"	Low Pressure	\$750.00	Includes bore up to 60ft (over 60 billed per ft)
2"	Low Pressure	\$1,500.00	Includes bore up to 60ft (over 60 billed per ft)
4"	Gravity	\$800.00	Up to 40 ft (over 40ft billed per ft)
6"	Gravity	\$1,500.00	Up to 40 ft (over 40ft billed per ft)

1. Connection Requirements:

When a gravity connection (lateral) is not available to the property requesting service, the owner shall be responsible for all costs relating to providing said service. The City of Fairhope, when possible, may provide a cost estimate of labor, materials and any repair of concrete or asphalt to the owner for this work.

2. Miscellaneous Fees and Charges:

Where gravity sewer main extensions are required to serve a customer or a new development, the cost to provide sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, to accommodate future growth potential at no additional cost to the customer or developer.

All proposed developments that require off site extensions for service shall participate in the cost of the off-site extensions, including the cost of any upgrades.

(c) Penalty for Violation

Any person found guilty of violating any provision of this ordinance or of doing any act made unlawful by this ordinance shall be punished as provided in Section 1-8 of the Code of Ordinances of the City of Fairhope, Alabama.

**SEVERABILITY**

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

Ordinance No. \_\_\_\_\_  
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**EFFECTIVE DATE**

This ordinance shall take effect on April 1, 2022 upon its due adoption and publication as required by law.

ADOPTED THIS THE 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

ADOPTED THIS THE 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
Sherry Sullivan, Mayor

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City Council hereby authorizes and selects Mayor Sherry Sullivan to be the Voting Delegate, James Reid Conyers, Jr. (Council President) to be the 1st Alternate Voting Delegate, and Jay Robinson (Council President Pro Tempore) to be the 2<sup>nd</sup> Alternate Voting Delegate during the annual meeting of the Alabama League of Municipalities.

ADOPTED THIS 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



*The voice of Alabama's  
municipalities since 1935*

**COPY**

DATE: February 14, 2022  
TO: Municipal Clerks  
FROM: Gregory D. Cochran, Executive Director  
SUBJECT: Voting Delegate, Annual Business Session  
ENCLOSURE: Voting Delegate Authorization Form

The Annual Convention of the Alabama League of Municipalities will be held on May 11-14, in Tuscaloosa. The membership's Annual Business Meeting will be held at 10:30 a.m. on May 12 at the Bryant Convention Center.

The League Constitution contains the following provision pertaining to voting powers of member municipalities at the Business Meeting:

*"Each member municipality shall have one vote on any issue voted on during the annual meeting of the League membership, and that vote may only be cast by the delegate authorized by the governing body of the member municipality."*

Enclosed is the official Voting Delegate Authorization Form to be returned to the League. The City or Town Council is charged with designating your municipality's official voting delegate and alternates who will be eligible to cast the municipality's vote during the business meeting. A copy was also sent to each mayor as required by the League's Constitution. **Only one completed form** should be returned by each League member municipality.

**Please put this on your council meeting agenda at your earliest convenience so that the council may vote. The completed form must be returned to the League by April 27, 2022, so that your municipality will be eligible to cast its vote at the Convention.**

We look forward to you joining us in Tuscaloosa.

# VOTING DELEGATE AUTHORIZATION FORM

The City of Town Council must select the voting delegates and this form must be completed and returned to the **Alabama League of Municipalities on or before April 27, 2022**, in order for the municipality named below to be eligible to have its designee cast a vote at the **Annual Business Meeting of the League on Thursday, May 12, 2022, at 10:30 a.m.**

**The League Constitution REQUIRES that Voting Delegates and Alternates be Elected Municipal Officials and the must be selected by a vote of the City or Town Council.**

**Deadline to submit completed form is April 27, 2022!**

The Following person(s) is authorized to cast the municipality's vote at the business session of the Annual Convention of the Alabama League of Municipalities on May 12, 2022.

**Please print the requested information**

1. Voting Delegate: Sherry Sullivan  
Name  
Mayor  
Title

2. **1<sup>st</sup> Alternate Voting Delegate:** Votes only in absence of Voting Delegate

Jimmy Conyers  
Name  
City Council President  
Title

3. **2<sup>nd</sup> Alternate Voting Delegate:** Votes only in absence of Voting Delegate & 1<sup>st</sup> Alternate

Jay Robinson  
Name  
City Council member  
Title

Voted on by the City or Town Council on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

Form Completed by: \_\_\_\_\_  
(Please Print) Name Title  
\_\_\_\_\_  
City/Town Date

**Return form to:** Alabama League of Municipalities  
P.O. Box 1270, Montgomery, Alabama 36102 or by Fax to (334) 263-0200 or Email to  
[DPascal@almonline.org](mailto:DPascal@almonline.org)

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Sherry Sullivan is hereby authorized to execute a Reciprocal Clinic Usage Agreement between the City of Fairhope and Riviera Utilities for using each other's clinic operated by Symbol to provide primary health care to employees, employees' spouses, and dependents. Neither party shall charge each other, Symbol, or the patients for reciprocal access.

Adopted on this 24th day of February, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**AGREEMENT AMONG CITY OF FAIRHOPE,  
SYMBOL HEALTH SOLUTIONS, LLC, AND  
RIVIERA UTILITIES**

The City of Fairhope, Alabama ("City"), as owner of the property located at 451 Pecan Avenue, Fairhope, Alabama, where Symbol Health Solutions, L.L.C. ("Symbol") provides health services to the City pursuant to that certain Clinic Services Agreement ("the Clinic Services Agreement") dated on or about August 10, 2021, hereby authorizes Symbol to provide similar services to Riviera Utilities ("Riviera") at such facility on the following terms and conditions:

1. As long as the Clinic Services Agreement remains in effect, Symbol may provide such services to Riviera at such facility.
2. Symbol shall indemnify and hold City harmless from any claims, liability, actions, demands, and expenses, including reasonable attorney fees, arising from the rights granted herein.
3. Should the Clinic Services Agreement terminate for any reason, neither Symbol nor Riviera shall have any rights under this Agreement.

Effective this 1st day of March, 2022.

**City of Fairhope, Alabama**

**Symbol Health Solutions, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Honorable, Sherry Sullivan  
Mayor City of Fairhope

Michael G. Molyneux, Manager



RESOLUTION NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION OF A GOMESA GRANT  
AGREEMENT WITH THE ALABAMA DEPARTMENT  
OF CONSERVATION AND NATURAL RESOURCES TO  
CONSTRUCT THE NORTH TRIANGLE NATURE PARK**

**WHEREAS**, the City of Fairhope was recently awarded a Gulf of Mexico Energy Security Act of 2006 (GOMESA) Grant (No. G-CFNP21CF) with the Agreement by and between the State of Alabama Department of Conservation and Natural Resources (ADCNR) to construct a nature park trail and facility improvements within the City of Fairhope; and

**WHEREAS**, the total estimated project cost is \$999,989.28, of which the grant amount is a not-to-exceed amount of \$999,989.00 to allow satisfactory completion of all Project Services following the execution of this Agreement; and

**WHEREAS**, the City of Fairhope warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable stated and federal laws; and

**WHEREAS**, City Staff will provide oversight of the project which shall begin on the date of the Mayor's signature and end on February 29, 2024.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City Council authorizes acceptance of the GOMESA Grant award from ADCNR and authorizes the Mayor to sign the Grant Agreement and other grant related documents on behalf of the City;

DULY ADOPTED THIS 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

**ATTEST:**

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA )

ADCNR GRANT#: G-CFNP/21/CF

BALDWIN COUNTY )

**GOMESA GRANT AGREEMENT**

THIS GOMESA GRANT AGREEMENT, (“Agreement”) is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as “ADCNR”, and the City of Fairhope, hereinafter referred to as “Grantee” (ADCNR and Grantee collectively hereinafter “Parties”).

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to construct a nature park trail and facility improvements within the City of Fairhope as described in the Disbursement Justification attached as Exhibit A (“Project”).
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin as of February 15, 2022, or the date of the Commissioner’s signature, whichever occurs later (“Project Commencement Date”), and end February 29, 2024.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the Project Commencement Date and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to a single payment in an amount not to exceed NINE HUNDRED NINTEY-NINE THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND 00/100 (\$999,989.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA; local, state, and federal laws; and other applicable requirements including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
  - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs.
  - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs.
  - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Cost and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees to submit a Completion Report no later than ninety (90) days after the end of the Project

Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
Attention: GOMESA Coordinator  
31115 Five Rivers Blvd.  
Spanish Fort, AL 36527

#### **10. INDEMNIFICATION AND HOLD HARMLESS:**

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
  - b. Pursuant to Act 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to [Central.Records@Examiners.Alabama.gov](mailto:Central.Records@Examiners.Alabama.gov). Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
  - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
19. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of FIVE MILLION DOLLARS (\$5,000,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.

20. **TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:
- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
  - c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.
21. **PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.
22. **CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Act 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided:



All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

Attention: Christopher M. Blankenship, Commissioner  
Alabama Department of Conservation and Natural Resources  
64 N. Union St., Suite 468  
Montgomery, AL 36130

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: Sherry Sullivan, Mayor  
City of Fairhope  
P.O. Box 429  
Fairhope, AL 36533

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this

Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").

36. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
37. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Agreement creates an agency relationship between the Parties.
38. **SUPERSEDES:** ADCNR and grantee represent that this agreement supersedes all proposals, oral and written, all previous contracts, agreements, negotiations, and all other communications between the parties with respect to the subject matter hereof.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below (herein referred to as “Effective Date”).

**ADCNR:**

**GRANTEE:**

\_\_\_\_\_  
Christopher M. Blankenship  
Commissioner

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Sherry Sullivan

\_\_\_\_\_  
Mayor - City of Fairhope

## EXHIBIT A

### State of Alabama GOMESA Disbursement Justification

#### Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. **Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;**
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs.

#### Project Description:

##### North Triangle Nature Park

The Fairhope North Triangle Nature Park is located on a large tract (70+ acres) of City-owned land located at the northern portion of the "Triangle" property, just north of Veterans Drive and bordered by Scenic Highway 98 to the west and U.S. Highway 98 to the east, within the City limits (Figure 1).

The City of Fairhope plans to construct a 1.5 mile, 8-foot wide, all weather multiuse boundary trail, trail head facility that includes road access, parking (including handicapped), restroom with covered porch to provide protection during inclement weather, a pedestrian access tunnel with ADA ramps, and informational kiosk and bike repair apparatus at the northern portion of the "Triangle" property (Figure 2). Utilizing low impact design concepts, the project will provide public access to the newly designed natural park. The project proposes to connect the trail head with 1220 linear feet of 6-foot-wide concrete sidewalk along Veterans Drive to the Eastern Shore Trail located at the intersection of Veterans, Scenic Highway 98, City 104 and Section Street. The tract is undeveloped and is forested with a mix of hardwoods and softwoods.

The multiuse trail to be constructed will be a grade and cross slope-controlled pathway comprised of structural border with compacted and stabilized crushed aggregate. Any low areas or dips will be crossed with matching width wooden boardwalks. The Parking Area will be aggregate with concrete ribbon curb. The handicapped parking will be concrete slab on grade to support delineation and marking. The access will be paved with asphalt. A culvert will be

required for the driveway apron due to the ditch section along the trail head frontage. The bathroom will be concrete masonry unit construction with slab on grade and the roof structure will be wood framing. The pedestrian access tunnel will be Americans with Disabilities Act (ADA) accessible and will be 8 foot wide concrete. The City operates its own utilities and services are readily available. All proposed facilities will be compliant with the ADA. Informational kiosk will be set at the trail head and include seating and a bike repair station. All necessary grassing, clean-up and erosion control measures will take place in accordance with Best Management Practices. The City has the resources, manpower, and equipment to effectively and appropriately operate and maintain the trail after installation. All necessary permits will be obtained.

The City’s Public Works Director, Richard Johnson, P.E., has provided the preliminary cost estimate (Figure 3), drawings, and maps for the project. Professional engineering design, surveying and permitting services will be provided. The specifications will be advertised and bid using guidelines set forth by the Alabama Bid Law (Alabama Code § 41-16-20). All construction activities will take place on City owned rights-of-way, intersections and land. No easements, rights-of-way, or land will need to be acquired as part of this project. The City will ensure the timely and proper implementation of the project and provide for all long-term operation and maintenance costs. The staff has all equipment and supplies necessary to provide for proper maintenance of the new trail facilities. The Fairhope Recreation Department will be responsible for overseeing the new trail operations. The trail will be open to the public 7 days a week from daylight to dusk.

The new trail system at the Triangle will be a unique option for the City because it will be built within a highly forested ecosystem that no longer exists in such magnitude within the city limits. By offering residents and visitors a chance to commune with nature in a way that isn’t available at other sites, the City will be creating opportunities that educate while providing recreation. In addition to providing the necessary sanitation facilities, the proposed trailhead will make this property a destination not only within the City of Fairhope, but also within Baldwin County and the neighboring communities. The short-term benefits of the implementation of this project will be the establishment of a unique recreational opportunity for hikers, runners, walkers, cyclists and outdoor enthusiasts woven into the fabric of the virgin forest. Trails of this type would be a new recreational amenity to the area. The existing bike infrastructure within the City of Fairhope includes the Eastern Shore Trail and a variety of shared lanes.

**Project Duration:**

This project is expected to take approximately twenty-four (24) months from the Effective Date of the Agreement.

**Project Costs**

Funding will be provided as a single disbursement following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs.

**Anticipated Costs:**

Category	Estimated Cost
Professional Engineering Design and Construction Inspection Services	\$107,142
Construction Engineering/Inspection Costs	\$892,847
<b>Total Not to Exceed</b>	<b>\$999,989</b>

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

**Nexus to Authorized Use:**

This project meets the criteria set forth in authorized use (a) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses.

\*\*\*\*\*

**Submitted and Approved By:** \_\_\_\_\_  
Sherry Sullivan, Mayor  
Fairhope, AL

Figure 1: North Triangle Location



Figure 2: North Triangle Trail Layout





Figure 3: North Triangle Project Estimate

Construction Estimate					
Construction of 7828 linear feet (1.5 Miles) of new 6 foot wide Multi-Use Trails, 1220 linear feet of new 6 foot concrete sidewalk, Pedestrian Tunnel, Outdoor Classroom w/Pavilion, Trail Head Parking, Restrooms and Kiosk					
Item #	Description	Unit	Quantity	Unit Price	Amount
1	Clearing and Grubbing	LS	1	\$25,000.00	\$25,000.00
2	Unclassified Excavation	Yd <sup>3</sup>	1800	\$13.50	\$24,300.00
3	Borrow Excavation (A-2-4(0) or A-4(0))	Yd <sup>3</sup>	470	\$12.00	\$5,640.00
4	Crushed Aggregate Base Course, Type A (825A), Plant Mixed, 6" Minimum Compacted Thickness - per SY	SY	7636	\$22.50	\$171,787.50
5	Steel Landscape Edging, hot-rolled, standard flexible carbon steel, Hot-Dipped Galvanized finish, fabricated in sections with stake pockets stamped, 3/16" x 6"	LF	16840	\$5.00	\$79,200.00
6	Concrete Sidewalk, 6-Foot, 3000 PSI, 4" thick (1220 linear feet total)	SY	813	\$26.48	\$21,528.24
7	8" Wooden Bridge Boardwalk (including all timber, galvanized hardware, anchors and Paint) (500D-000)	LF	120	\$225.00	\$27,000.00
8	Mobilization (600A-000)	LS	1	\$25,000.00	\$25,000.00
9	24" RCP Side Drain (Driveway Culvert)	LF	32	\$65.00	\$2,080.00
10	Slope Concrete Paving (6" HC Parking Apron)	Yd <sup>3</sup>	43	\$45.25	\$1,945.75
11	Sloped Paved Headwalls	Each	2	\$750.00	\$1,500.00
12	Concrete Ribbon Curb - 6" Wide	LF	185	\$15.00	\$2,775.00
13	Select Fill (A-2-4 or Better) Compacted in Place	Yd <sup>3</sup>	450	\$32.50	\$14,625.00
14	Asphalt wearing surface - 429A 165 #/sy - 1.5" thick - Driveway - Unit Price includes subbase, base processing and paving	Yd <sup>3</sup>	180	\$62.98	\$10,073.80
15	Bathroom - Men/Woman - one W.C. & Lavatory per side - 6 foot covered porch, CMU on slab with wood framed roof structure (Turn Key Price)	Each	1	\$75,000.00	\$75,000.00
16	Trail Head Kiosk and Bicycle Repair Station (Turn Key Price)	Each	1	\$12,500.00	\$12,500.00
17	Pedestrian Access Tunnel - 72 feet in length - clear walk area 8'W x 9'H = reinforced concrete (cast-in-place) 12" thick with ventilation and lighting	LF	72	\$1,860.00	\$133,200.00
18	ADA Ramp and Landings servicing north and south side of Pedestrian Tunnel - sloped concrete paving 6" thick with reinforcement	SY	201	\$45.98	\$9,241.98
19	8" Retaining Wall System - Both Sides of Ramps and Landing - Reinforced with drain tiles - Max height 8'-0"	SF	2500	\$30.93	\$77,328.00
20	Outdoor Classroom - 1800 SF Pavilion - with Amphitheater Seating, Patio/Deck Site Furnishings and Handicapes (Turnkey Item)	LS	1	\$97,500.00	\$97,500.00
21	Topsoil, 4" Compacted Thickness (650A-000)	Yd <sup>3</sup>	82	\$15.25	\$1,250.50
22	Seeding (652A-100)	Acre	0.5	\$750.00	\$375.00
23	Solid Sodding (Centipede) (654A-003)	Yd <sup>2</sup>	1500	\$6.50	\$9,750.00
24	Mulching (656A-010)	Acre	0.5	\$900.00	\$450.00
25	Erosion Control Measures (BMP's)	LS	1	\$12,500.00	\$12,500.00
26	Traffic Control Markings, Class 2, Type A (703A-002)	Pt <sup>2</sup>	144	\$12.50	\$1,800.00
27	Mobilization/Demobilization	LS	1	\$37,500.00	\$37,500.00
28	Project Contingencies	Each	1	\$12,000.00	\$12,000.00
<b>Estimated Construction Cost</b>					<b>\$892,947.87</b>

Professional Services Calculations					
Item #	Description	Unit	Quantity	Unit Price	Amount
1	Engineering Survey & Design (7.0% of Construction)	Each	1	\$62,499.33	\$62,499.33
2	Material Testing (1.0% of Construction)	Each	1	\$8,928.48	\$8,928.48
3	Engineering - CE&I (4.0% of Construction)	Each	1	\$35,713.90	\$35,713.90
<b>Estimated Professional Service Cost</b>					<b>\$107,141.71</b>

<b>Estimated Total Cost (including Engineering, Survey, Design, Material Testing and CE&amp;I)</b>					<b>\$999,989.58</b>
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**RESOLUTION NO. \_\_\_\_**

**WHEREAS**, the County and the City entered into an Intergovernmental Services Agreement with an effective date of February 5, 2019 (the “ISA”); and

**WHEREAS**, the ISA related to the construction of a roundabout at Twin Beach Road and County Road 13; and

**WHEREAS**, the term of the ISA was thirty-six (36) months from its effective date; and

**WHEREAS**, additional time is needed to complete the project forming the basis of the ISA; and

**WHEREAS**, the ISA may be amended by a written instruments signed by the City and the County; and,

**WHEREAS**, the City and the County desire to amend the ISA and extend the term of the same by thirty-six (36) months.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Sullivan is hereby authorized to execute the Amendment to the Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission, related to the construction of a roundabout at Twin Beach Road and County Road 13, to extend the term of the ISA by thirty-six (36) months from the conclusion of the initial term; and all other terms and provisions of the ISA remain in full effect.

Adopted on this 24th day of February, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## **INTERGOVERNMENTAL SERVICE AGREEMENT AMENDMENT**

This Amendment to the Intergovernmental Service Agreement (the "Amendment") is entered into by and between the Baldwin County Commission (the "County") and the City of Fairhope, Alabama (the "City"), as follows:

**WHEREAS**, the County and the City entered into an Intergovernmental Services Agreement with an effective date of February 5, 2019 (the "ISA");

**WHEREAS**, the ISA related to the construction of a roundabout at Twin Beach Road and County Road 13;

**WHEREAS**, the term of the ISA was thirty-six (36) months from its effective date;

**WHEREAS**, additional time is needed to complete the project forming the basis of the ISA;

**WHEREAS**, the ISA may be amended by a written instruments signed by the City and the County; and,

**WHEREAS**, the City and the County desire to amend the ISA and extend the term of the same by thirty-six (36) months;

**NOW, THEREFORE**, premises considered, the City and the County do hereby agree as follows:

1. **RECITALS.** The recitals set out above are incorporated into this Amendment as though the same were set out in full in this paragraph.
2. **AMENDMENT.** Pursuant to Paragraph 13 of the ISA, which permits amendments by written instrument signed by both parties, the City and the County hereby amend the ISA as described in Paragraph 3 of this Amendment.
3. **TERM EXTENSION.** Paragraph 8 of the ISA set the initial term for the ISA to be thirty-six (36) months from the effective date. The City and the County agree to extend the term of the ISA by thirty-six (36) months from the conclusion of the initial term.
4. **REMAINDER OF ISA LEFT UNCHANGED.** The City and the County only agree to extend the term of the ISA as described in Paragraph 8 of the ISA. All other terms and provisions of the ISA remain in full effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment by and through their duly authorized representative as of the date of full execution below,

BALDWIN COUNTY COMMISSION

BY:

James E. Ball, Chairman

date

ATTEST:

Wayne Dyess, County Administrator

date

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that James E. Ball, as Chairman of the Baldwin County Commission, and Wayne Dyess, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, they, as such officers and with full authority executed the same voluntarily and as the act of said Baldwin County Commission.

Given under my hand and Official Seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires: \_\_\_\_\_

THE CITY OF FAIRHOPE

**BY:**

\_\_\_\_\_  
Sherry Sullivan, Mayor date

**ATTEST:**

\_\_\_\_\_  
Lisa A. Hanks, MMC date  
City Clerk

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Sherry Sullivan, as Mayor of the City of Fairhope, and Lisa A. Hanks, as City Clerk of the City of Fairhope, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that being informed of the contents of the within instrument, they, as such officers and with full authority executed the same voluntarily and as the act of said Baldwin County Commission.

Given under my hand and Official Seal this the \_\_\_\_ day of \_\_\_\_\_,  
2022.

\_\_\_\_\_  
NOTARY PUBLIC

Commission expires: \_\_\_\_\_



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1 JAMES E. BALL  
2 JOE DAVIS, III  
3 BILLIE JO UNDERWOOD  
4 CHARLES F. GRUBER

February 5, 2019

The Honorable Karin Wilson  
Mayor  
City of Fairhope  
Post Office Drawer 429  
Fairhope, Alabama 36533  
ATTN: Lisa Hanks, City Clerk

**RE: Intergovernmental Service Agreement with the City of Fairhope for the Construction of a Roundabout at Twin Beach Road and County Road 13**

Dear Mayor Wilson:

The Baldwin County Commission, during its regularly scheduled meeting held on February 5, 2019, approved the **enclosed** *Intergovernmental Service Agreement* with the City of Fairhope for the construction of a roundabout at Twin Beach Road and County Road 13.

The term of this *Agreement* shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the parties hereto, and any such amendment shall be approved by the same method by which this original *Agreement* has been approved by the parties.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Joey Nunnally, County Engineer, at (251) 937-0371.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item BN5

cc: Joey Nunnally  
John Sedlack  
Lisa Sangster

ENCLOSURE

## INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement ("Agreement") is entered into by and between the Baldwin County Commission (hereinafter "County") and the City of Fairhope, Alabama (hereinafter "City"), as follows:

### RECITALS

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads or rights-of-way inside their respective jurisdictions; and

**Whereas**, County has been approved by the Alabama Department of Transportation for Alabama Highway Safety Improvement Project (HSIP) Funding to construct a Roundabout (hereinafter "Project") at the intersection of Twin Beech Road (also known as County Road 44) and County Road 13 (see Exhibit A); and

**Whereas**, County and City acknowledge and agree that County currently maintains Twin Beech Road within the Project limits and City currently maintains County Road 13 within the Project limits; and

**Whereas**, County agrees to pay the actual matching costs for preliminary engineering, right-of-way acquisition, utility relocation, construction, and construction inspection at an estimated Project matching cost of \$201,250.

**Whereas**, County agrees to accommodate the City's proposed lighting and beautification upgrades within the project plans and design to the extent that such upgrades do not materially impact the scope or cost of the Project design or delay the Project design; and

**Whereas**, City agrees to provide lighting for the project at City's expense; pay for any required costs associated with beautification upgrades to the Project (including, but not limited to, irrigation for islands, concrete staining, and concrete stamping); and

**Whereas**, County and City wish to enter into this Agreement to provide for the future maintenance of the constructed roundabout and the portion of any approach roads within the Project limits; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.

2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to establish the County's responsibility for Project matching cost for preliminary engineering, right-of-way acquisition, utility relocation, construction, and construction inspection; establish the City's responsibility for beautification costs associated with the Project; and establish the City's responsibility for the maintenance of the constructed roundabout and the portion of any approach roads within the Project limits.
3. **County/City Remains Owner of Right-of-Way until Completion of the Project:** The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over Twin Beech Road within the Project limits. The City, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over County Road 13 within the Project limits. The County and City obtains no rights, responsibilities or control for the subject road and rights-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement; except that the City will have exclusive responsibility for and control over the Roundabout and the portion of any approach roads within the Project limits, upon completion of the project and receipt of Quitclaim Deeds from the County.
4. **Maintenance:** Upon completion of the Project and receipt of Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for the roundabout and the portions of any approach roads within the Project limits.
5. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
6. **Financing and Budgeting:** County shall be responsible for financing the obligations undertaken by that party hereunder and shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
9. **Services to be Performed by County**
  - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement and the HSIP funding requirements.



- B. Acquire all right-of-way necessary to complete the Project and provide any necessary matching funds for the acquisition.
- C. Complete design and environmental permitting necessary for the Project and provide any necessary matching funds for the design and environmental permitting. County's design will accommodate the City's proposed lighting and beautification upgrades to the extent that such upgrades do not materially impact the scope or cost of the Project design or delay the Project design.
- D. Utilize in-kind employee time and services to advertise the Project for public bid, award the Project to the lowest responsible and responsive bidder (hereinafter "Contractor"), and enter into a Construction Contract for the construction of the Project.
- E. Coordinate utility relocations for the Project and provide any necessary matching funds for the Utility relocation.
- F. Provide material testing and construction, engineering, and inspection (hereinafter "CE&I") for Project and provide any necessary matching funds for CE&I.
- G. Unless provided for separately by City outside the Construction Contract, County shall send invoices to the City for all costs associated with lighting or beautification upgrades to the Project.
- H. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way for the Roundabout and the portion of any approach roads within the project limits.

**10. Services to be Performed by City:**

- A. Provide to County, within 30 days of the execution of this Agreement, a written statement describing all required lighting and beautification upgrades for the Project, including any and all information necessary for the County and/or its agents to incorporate the upgrades into the Project design. Beautification upgrades include, but are not limited to, irrigation for landscaped islands, concrete staining, concrete stamping, and any other upgrades not normally funded as part of a County or State project.
- B. Unless provided for separately by City outside the Construction Contract, upon receipt of an invoice from the County for the costs of any lighting and beautification upgrades requested by the City, City shall issue reimbursement to the County within thirty (30) days of the invoice date.

C. Upon receipt of Quitclaim deeds, take all necessary actions to take over maintenance of the roundabout and the portions of any approach roads within the Project limits, including, but not limited to, the passage of any necessary resolutions accepting maintenance and annexation of the rights-of-way.

11. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the respective Parties shall be responsible for all actual costs incurred by itself, as set forth in this agreement, through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Fairhope  
555 Section St.  
Fairhope, Alabama 36532

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

12. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or

damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

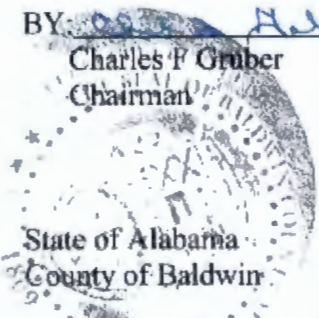
IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

COUNTY:  
BALDWIN COUNTY

ATTEST:

BY: Charles F. Gruber 12/5/19  
Charles F. Gruber /Date  
Chairman

Ronald J. Cink 12-5-19  
RONALD J. CINK /Date  
County Administrator  
Budget Director

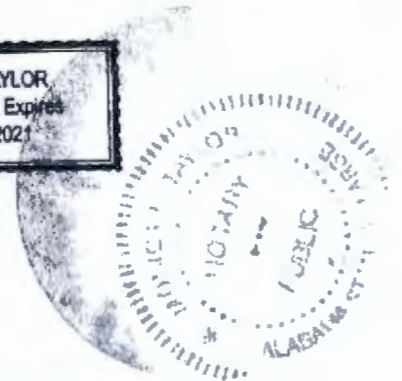
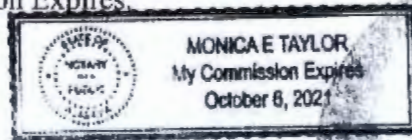


State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Charles F. Gruber, as Chairman of the Baldwin County Commission, and Ron Cink, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the 5<sup>th</sup> day of February, 2019.

Monica E. Taylor  
Notary Public  
My Commission Expires:



CITY:  
THE CITY OF FAIRHOPE

ATTEST:

BY: *Karen Wilson*  
KAREN WILSON  
Mayor

1/16/19  
/Date

*Lisa A. Hanks*  
LISA A. HANKS  
City Clerk



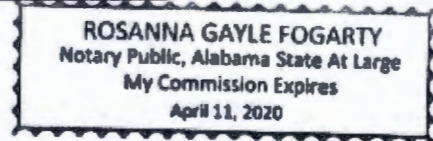
State of Alabama )  
County of Baldwin )

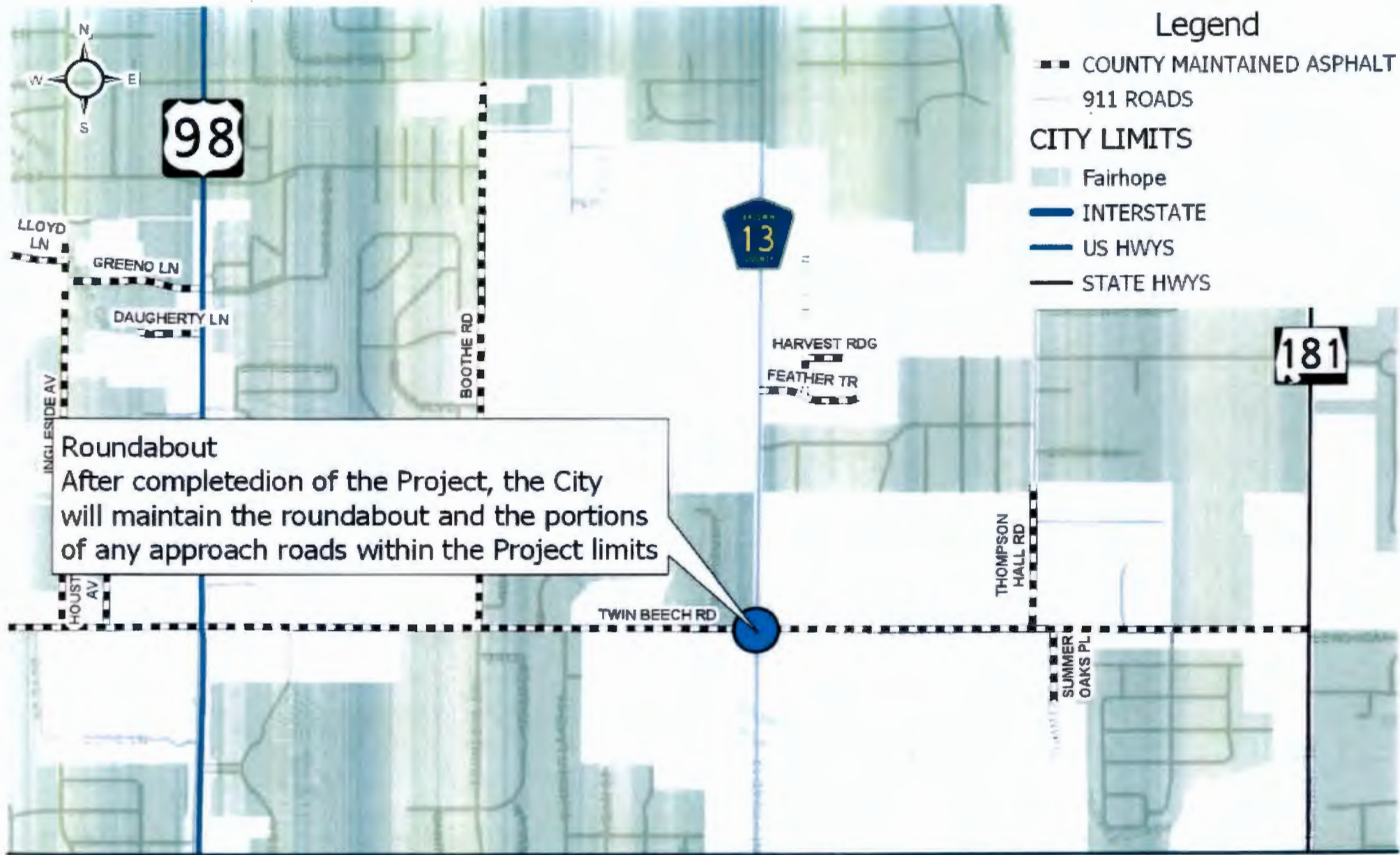
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Karen Wilson, whose name as Mayor of the City of Fairhope, and Lisa Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

Given under my hand and official seal, this the 16<sup>th</sup> day of January, 2019.

*Rosanna Gayle Fogarty*

Notary Public  
My Commission Expires:





Legend

- COUNTY MAINTAINED ASPHALT
- 911 ROADS
- CITY LIMITS
- Fairhope
- INTERSTATE
- US HWYS
- STATE HWYS

**Roundabout**  
 After completion of the Project, the City will maintain the roundabout and the portions of any approach roads within the Project limits

Exhibit A

CR13/Twin Beech Roundabout Agreement



Baldwin County  
 Highway Department 2018

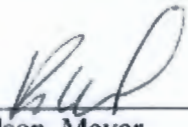
**RESOLUTION NO. 3287-19**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Karin Wilson is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission regarding a Roundabout at County Road 13 and County Road 44; the City will provide intersection lighting for the project at the City's expense and pay for any required costs associated with beautification upgrades to the Project (including, but not limited to, irrigation for islands, concrete staining, and concrete stamping).

Adopted on this 14th day of January, 2019



  
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

  
\_\_\_\_\_  
Karin Wilson, Mayor

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to fund and defund the following job positions; and the job descriptions and grade of pay for same:

<b>Fund:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Captain	27
	SRO Corporal	24
	Investigations Corporal	24
	Patrol Corporal	24
<b>Defund:</b>	SRO	22
	Investigator	23
	Patrol Officers	22
	Patrol Officers	22

ADOPTED THIS 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
Jimmy Reid Conyers, Jr.,  
Council President

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



Position	Location	Location	Long Account	Personnel Status	Pay Grade	Hourly Rate	Annual Salary
<b>NEW POSITION:</b>							
CAPTAIN		POLICE	001 -150-000-50040 -	FT	27	41.10	85,481.76
SRO CORPORAL		POLICE	001 -150-000-50040 -	FT	24	33.10	72,299.57
INVESTIGATIONS CORPORAL		POLICE	001 -150-000-50040 -	FT	24	25.13	54,883.92
PATROL CORPORAL		POLICE	001 -150-000-50040 -	FT	24	24.00	60,714.54

**Total** 273,379.79

**DEFUNDING:**

SRO		POLICE	001 -150-000-50040 -	FT	22	32.14	70,193.76
Investigator		POLICE	001 -150-000-50040 -	FT	23	25.13	52,270.40
Patrol Officers		POLICE	001 -150-000-50040 -	FT	22	26.99	58,946.16
Patrol Officers		POLICE	001 -150-000-50040 -	FT	22	26.99	58,946.16

**Total** 240,356.48

*All position was promotion within the Department with an annual cost of \$18,526.02*

**Salary Increase:** 33,023.31

**Budgeted Amount for Promotions** 7,997.76

**Budgeted 2-Part-time employees at Full-time hours in error** 58,165.12

66,162.88

## Police Department

	<u>Current</u>	<u>Proposed</u>	<u>Change</u>
<b>Patrol Division</b>			
Patrol Sergeants	5	5	-
Patrol Corporals	4	5	1
Patrol K-9 Officers	2	2	-
Patrol Officers	18	16	(2)
Patrol Officers - Vacant	2	2	-
	<hr/>	<hr/>	
	31	30	1
<b>School Resource Division</b>			
School Resource Sergeant	1	1	-
School Resource Corporal	-	1	1
School Resource Officers	5	4	(1)
	<hr/>	<hr/>	
	6	6	-
<b>Investigations Division</b>			
Investigations Sergeant	1	1	-
Investigations Corporal	-	1	1
Investigators	4	3	(1)
	<hr/>	<hr/>	
	5	5	-
<b>Command Staff</b>			
Chief	1	1	-
Captain	-	1	1
Lieutenant	3	3	-
	<hr/>	<hr/>	
	4	5	1
	<hr/>	<hr/>	
	46	46	-

Employee #	Last Name	First Name	Middle Initial	Suffix	Position	Location	Location	Long Account	Hire Date	Years of Svc	Status	Pay Grade	Hourly Rate	Annual Salary	Recomm	Mayor Recomm
					DISPATCHER CALL OUT									8,736.00		8,736.00
					CAPTAIN PROMOTION									4,000.00		4,000.00
					CORPORAL PROMOTION									1,354.08		1,354.08
					CORPORAL PROMOTION									1,289.60		1,289.60
					CORPORAL PROMOTION									1,354.08		1,354.08

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope did request, receive, and open bids for a Reel Grinder for Quail Creek Golf Course (Bid 010-22).

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

Please see attached Bid Tabulation for  
Reel Grinder  
for Quail Creek Golf Course

[3] After evaluating the bid proposals with the required bid specifications, Beard Equipment Company with total bid proposal of \$42,571.00, is now awarded the bid for Reel Grinder for the Quail Creek Golf Course.

Adopted on this 24th day of February, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022Please return this Routing Sheet to Treasurer by: ASAPProject Name: Award Bid 010-22 Reel Grinder for Quall Creek Golf Course to Beard Equipment CompanyProject Location: Quall Creek Golf GroundsPresented to City Council: 2/24/2022Funding Request Sponsor: Bobby Hall, Quall Creek Golf Pro

Resolution # :

Approved \_\_\_\_\_

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 42,571.00

\$ \_\_\_\_\_

Vendor: Beard Equipment CompanyProject Engineer: n/aOrder Date: n/aLead Time: n/a

## Department Funding This Project

General Gas Electric Water Wastewater 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 

Project will be:

Expensed   
Capitalized XXX   
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

Expense Code: 001550-50470G/L Acct Name: Purchases Vehicle & Equipment

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 36,000.00

Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ 6,571.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 2/9/2022Purchasing Memo Date: 2/9/2022Delivered To Date: 2/16/2022Request Approved Date: 2/16/2022Request Approved Date: 2/16/2022Approved Date: 2/16/2022

Signatures:

Aislinn Stone

Kjin Creech

Mayor Sherry Sullivan



## MEMO

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

Sherry Sullivan  
Mayor

From:   
Cory Pierce, Purchasing Manager

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

Date: February 9, 2022

Lisa A. Hanks, MMC  
City Clerk

**Re: Requesting Green Sheet and approval by City Council to award Bid 010-22 Reel Grinder for Quail Creek Golf Course**

The Quail Creek Golf Pro, Bobby Hall, has requested to procure a reel grinder. This reel grinder will be used to sharpen blades on reel mowers for Quail Creek Golf Course.

Kimberly Creech  
City Treasurer

This Invitation to Bid No. 010-22 Reel Grinder for Quail Creek Golf Course was posted to the City's website on Wednesday, November 10, 2021, and viewed by 116 vendors of the 322 e-notification recipients on the City's website. The City received two bids for this reel grinder.

Our recommendation is to award Bid 010-22 Reel Grinder for Quail Creek Golf Course to Beard Equipment Company for Forty-Two Thousand Five Hundred Seventy-One Dollars (\$42,571.00).

**Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 010-22 Reel Grinder for Quail Creek Golf Course to Beard Equipment Company for \$42,571.00.**

Enclosure

Cc: Bobby Hall, Clint Steadham

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

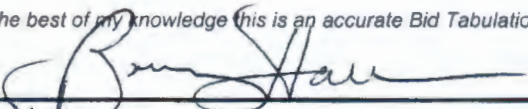
251-928-2136 (p)  
251-928-6776 (f)  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

City of Fairhope Bid Tabulation  
 Bid 010-22 Reel Grinder at Quail Creek Golf Course  
 Opened February 8, 2022 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond	Vendor Compliance (Y/N)	Reel Grinder
Beard Equipment Company	Yes	Yes	Yes	\$42,571.00
Jerry Pate Turf & Irrigation, Inc.	Yes	Yes	Yes	\$45,099.75

**Recommendation: Beard Equipment Company**

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

  
 \_\_\_\_\_  
 Signature

**Bobby Hall, Quail Creek Golf Pro**

  
 \_\_\_\_\_  
 Signature

**Cory Pierce, Purchasing Manager**

**ITEM III  
BID RESPONSE FORM**

Date: 02, 07, 22

Bid No: 010-22 Reel Grinder for Quail Creek Golf Course

Bids Due: Tuesday, February 8, 2022, 2:00 P.M.

Cost for one (1) Reel Grinder for Quail Creek Golf Course.

Firm Fixed Price \$ 42571.00

Any brochures or specification material that is being offered should be attached to this Response Form.

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (CONTRACTOR to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
_____	_____	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise.

**If Individual or Partnership**

\_\_\_\_\_  
(Name of Individual or Partnership)

\_\_\_\_\_  
(Name of Partner Print)

\_\_\_\_\_  
(Name of Representative Authorized to sign Bids and CONTRACTs for the firm Print)

\_\_\_\_\_  
(Name of Partner Print)

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Phone Number ( ) \_\_\_\_\_ Fax Number ( ) \_\_\_\_\_  
E-mail address \_\_\_\_\_ Alabama Contractor's License No. \_\_\_\_\_  
Foreign Entity ID (if outside of Alabama) \_\_\_\_\_

**If Corporation or LLC**

Company BEARD EQUIPMENT COMPANY

State of Incorporation ALABAMA

Company Representative Milton I. Persons  
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative Milton I. Persons  
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address 2480 E I65 SERVICE RD. N.  
MOBILE. ALABAMA 36617

Phone Number 251 456.1993 Fax Number 251 452 2309

E-mail address brounsaville@beardequipment.com

AL CONTRACTOR's License No. 2201975

Foreign Vendor Id \_\_\_\_\_

**BID PROPOSAL NOTARIZATION:**

STATE OF Alabama }

COUNTY OF Mobile }

I, the undersigned authority in and for said State and County, hereby certify that Milton Persons, as respectively, of Beard Equipment Company whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 7<sup>th</sup> day of February, 2022

NOTARY PUBLIC Leigh Anne Buffkin

MY COMMISSION EXPIRES 9/17/2023





**Beard Equipment Company**

2480 E. I-65 Service Road N.  
Mobile AL 36617

Toll Free: 800-848-8563  
Fax: 251-452-2309

February 7, 2022

City of Fairhope, AL  
Quail Creek Golf Course  
550 S. Section St.  
Fairhope, AL 36532

Submitted by **Brad Rounsaville**  
Territory Manager  
Mobile 228-424-2468

**John Deere Golf Equipment Proposal**

<u>Qty.</u>	<u>Make/Model</u>	<u>Description</u>	<u>Unit Price</u>
1	<b>Express Dual DualMaster 3000iR Reel Grrinder</b> AD1036	Auto Index Relief, Auto Traverse, Variable Reel Speed, Independent End Feed Alignment, Single Point Infeed Speed, Rapid Stone Change, Guard with Taks Light,	<b>\$38,618.00</b>
1	<b>Express Lift Table</b> AD1094	Mounted to 3000iR	<b>\$3,953.00</b>

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

**Note 1: This quotation valid through March 15, 2022.**

**Note 2: Prices do not include applicable taxes.**

**Note 3: To initiate Equipment Purchase - Indicate equipment desired, sign and date quote and fax to 251-452-2309.**

Above is our quotation for the equipment named, subject to the following conditions: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on availability of product from manufacturer. Prices are based on costs and conditions existing on date of quotation and are subject to change without notice. Typographical errors are subject to correction. Conditions not specifically stated herein shall be governed by established trade customs.

RESOLUTION NO, \_\_\_\_\_

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

[1] That the City of Fairhope has voted to purchase one (1) Welding Body for a F-450 60" CA Dual Rear Wheel Truck or equivalent for the Gas Department; and the type of vehicle body needed is on the Alabama State Department of Purchasing Contract Number #T195A and therefore does not have to be let out for bid. The cost not-to-exceed amount of \$23,095.00.

Adopted on this 24th day of February, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Welding Body for F-450 60" CA Dual Rear Wheel Truck from Truck Equipment Sales, Inc

Project Location: Gas Department

Presented to City Council: 2/24/2022

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

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 23,095.00

Vendor: Truck Equipment Sales, Inc

Project Engineer: n/a

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

**Department Funding This Project**

General  **Gas**  Electric  Water  Wastewater  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

Project will be:

Expensed   
Capitalized  XXX  
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital  XXX  
Unfunded

Expense Code: 002-50470  
G/L Acct Name: Purchases Vehicle & Equipment

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 22,000.00  
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 1,095.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments: Alabama Contract #T195A. This purchase will include C-Tech Drawer Unit, Linex Cargo Area, Cab Guard Painted, Compartment lights and super springs, and paint.

City Council Prior Approval/Date? \_\_\_\_\_

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

Purchasing Memo Date: 2/7/2022 Purchasing Memo Date: 2/7/2022 Delivered To Date: 2/16/2022  
Request Approved Date: 2/16/2022 Request Approved Date: 2/16/2022 Approved Date: 2/16/2022

Signatures: Aislinn Stone Kim Creech 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: February 7, 2022

Re: **Green Sheet and City Council Approval request for one (1) Welding Body for a Ford F-450**

The Assistant Gas Department Superintendent, Jeremy Little, is requesting procurement of a welding body for a F-450. This purchase will include C-Tech Drawer Unit, Linex Cargo Area, Cab Guard Painted, Compartment Lights and Super Springs, and Paint.

A quote was obtained for this welding body and the best pricing is from Truck Equipment Sales, Inc for Twenty-Three Thousand Ninety-Five Dollars (\$23,095.00). This type of vehicle body that is needed is on an Alabama Statewide Contract (Contract #T195A) and therefore does not have to be let out for bid.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) Welding Body for Ford F-450 for \$23,095.00.**

CC file, Terry Hollman, Jeremy Morgan, Tim Bung, Clint Steadham

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

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

# Quote

## RUCK EQUIPMENT

SALES, INC.

Date	February 4, 2022
Valid Until	April 28, 2022
Quote #	020422-2
Customer ID	

Customer:
CITY OF FAIRHOPE JEREMY LITTLE

Quote/Project Description
WELDING BODY FOR FORD 450 60" CA DUAL REAR WHEELS

Description	Line Total
MA99200000000122	
LINE 11 BODY FOR 60" CA	5255.25
LINE 15 FLIP TOP OPTION	633.15
LINE 16 54" WIDE UPGRADE FOR FORD	195.30
LINE 23 OPTIONS NOT OTHER WISE LISTED	
REMOVE STREET SIDE VERTICAL COMPARTMENT ABOVE FLOOR LEVEL. BED FLOOR TO EXTEND OVER TOP OF STREET SIDE VERTICAL TO BODY EDGE, INSTALL 60" RAISED COMPARTMENT ON CURBSIDE FIRST VERTICAL. DL STYLE WORK BUMPER WITH THRU COMPARTMENT AND V GROOVE. PAINT COMPLETE BODY FACTORY WHITE. INSTALL COMPARTMENT LIGHTS AND SUPER SPRINGS ON CHASSIS.	12980.30
<b>ADDTL LINE 23 OPTIONS AVAILABLE</b>	
CAB GUARD PAINTED AND INSTALLED	660.00
LINEX CARGO AREA, TOPS (EXCEPT RAISED) AND BUMPER	1050.00
CTECH DRAWER UNIT	2321.00

Special Notes and Instructions
Once signed, please Fax, mail or e-mail it to the provided address.
Any item not listed should not be assumed included
Sales tax is not included unless otherwise listed

Subtotal	23,095
Discount	
Sales Tax Rate	0.00
Sales Tax	0.00
<b>Total</b>	<b>0.00</b>

Above information is not an invoice and is only an estimate of services/goods as described.  
Payment and/or deposit will be collected prior to delivery of services/goods described in this quote.

Please confirm your acceptance of this quote by signing this document

Signature
-----------

Print Name
------------

Date
------

**Thank you for your business!**

Should you have any Inquiries concerning this quote, please contact Jimmy Hamrick

4700 Rangeline Rd, Mobile, AL, 36619

Tel: 251-666-8606 Fax: 251-666-8676 E-mail: jimmy@truckequipmentsales.com web: www.truckequipmentsales.com



**CITY OF FAIRHOPE  
PURCHASING DEPARTMENT  
REQUEST FORM**

Name: Jeremy Little

Date: 2/3/2022

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 <b>NON</b> -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. Truck Equipment Sales Inc	\$ 23,095
	\$
	\$

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

**ITEM OR SERVICE INFORMATION**

1. What item or service do you need to purchase? Welding Body for Work Truck
2. What is the total cost of the item or service? \$23,095
3. How many do you need? 1
4. Item or Service Is:  New     Used     Replacement     Annual Request
5. Vendor Name (Lowest Quote): Truck Equipment Sales Inc
6. Vendor Number: 254

*If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://www.FairhopeAL.gov), Departments, Purchasing, Vendor Registration, and complete the required information.*

**BUDGET INFORMATION**

1. Is it budgeted?  Yes     No     Emergency Request
2. If budgeted, what is the budgeted amount? \$22,000
3. Budget code: 002-50470

*Email completed form with quotes and other supporting documentation to  
[Cory.Pierce@FairhopeAL.gov](mailto:Cory.Pierce@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).*

RESOLUTION NO. \_\_\_\_\_

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

[1] That the City of Fairhope has voted to purchase one (1) 2022 Ford Ranger 4x2 or equivalent for the Meter Department; and the type of vehicle body needed is on the Alabama State Department of Purchasing Contract Number #T191 and therefore does not have to be let out for bid. The cost not-to-exceed the budgeted amount of \$27,000.00.

Adopted on this 24th day of February, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure one (1) 2022 Ford Ranger 4x2 or equivalent

Project Location: Meter Department

Presented to City Council: 2/24/2022

Funding Request Sponsor: Jason Jarvis, Utility Billing Supervisor  
Tim Bung, Supervisor Vehicle mechanics

Resolution #: \_\_\_\_\_  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 25,304.00

Vendor: Stivers Ford Lincoln

Project Engineer: n/a

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

FEB 16 '22 PM 4:18  
JAW

Department Funding This Project

General  Gas  Electric  Water  Wastewater  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-28  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

Project will be:

Expensed   
Capitalized XXX   
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

Expense Code: 001190-50470  
G/L Acct Name: Purchases Vehicles & Equipment

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 27,000.00 (Not-To-Exceed)  
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ (1,696.00)

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments: Budget was a F150 Extended Cab 4X2 Pickup Truck. State of Alabama Division of Purchasing contract #T191

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant: \_\_\_\_\_ City Treasurer: \_\_\_\_\_ Mayor: \_\_\_\_\_

Purchasing Memo Date: 1/26/2022 Purchasing Memo Date: 1/26/2022 Delivered To Date: 2/16/2022

Request Approved Date: 2/16/2022 Request Approved Date: 2/16/2022 Approved Date: 2/16/2022

Signatures: Aislinn Stone Kim Creech 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: January 26, 2022

Re: **Green Sheet and City Council Approval of budgeted over \$15,000  
request for one (1) Ford Ranger or equivalent**

The Meter and Utility Billing Manager, Jason Jarvis, is requesting procurement of one (1) 2022 Ford Ranger 4x2 or equivalent. This vehicle will should include a crew chassis cab with 5' bed, 4-corner LED strobe lights, and all-weather floor mats.

The quote for one (1) Ford Ranger with options is estimated at a total Twenty-Five Thousand Three Hundred Four Dollars (\$25,304.00). This type of vehicle that is needed is on the State of Alabama Division of Purchasing contract number T191 and therefore does not have to be let out for bid.

NOTES:

See Attached Vendor CUT-SHEET printout for details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for one (1) 2021 Ford Ranger or equivalent for a not to exceed budgeted amount \$30,000.00.**

CC file, Jason Jarvis, Tim Bung, Clint Steadham

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

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

Craig McAdams  
334-613-5000  
334-613-6018 Fax

STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Date: 1/13/2022  
Version: 22.0

2022 FORD RANGER - SUPER CAB 4X2 - FAIRHOPE

CONTRACT NUMBER: MA999 20000000221 (T191)

LINE NUMBER: 2

\$21,399

MODEL SERIES R1E Order Code: 100A

INCLUDES: 2.3L I-4 EcoBoost Engine, 10 Spd Auto, RWD (Rear Wheel Drive), Cloth Front, 2nd & 3rd Row Rear Seats.

STATE CONTRACT PRICE - RANGER SUPER CAB 4X2 - REAR WHEEL DRIVE

\$ 21,399

R4E	Upgrade to Crew Cab 4x2 w/ 5' Bed	\$ 2,482
67F	XL Power Group - Perimeter Alarm, Power Glass Side Mirrors, Remote Key Fob & Remote Tail Gate Lock	\$ 355
ST1	4-Corner LED Strobes - White Front / Amber Rear	\$ 849
SM5	All Weather Floor Mats	\$ 149

EXTERIOR COLOR:

YZ Oxford White NC

INTERIOR TRIM / SEATS:

SH Vinyl - Ebony NC

DELIVERY: State Contract Provisions for \$1.50 / mile one-way

\$ 270

TOTAL VEHICLE:

\$ 25,304

TERMS:

DUE AT TIME OF DELIVERY

SIGNATURE:

DATE:

PURCHASE ORDER NUMBER:

QUANTITY

Andrew - sandy Sangsing  
moyer - Richard Moyer

## Clint Steadham

---

**From:** Craig McAdams <craigmcadams@stiversonline.com>  
**Sent:** Tuesday, January 25, 2022 11:35 AM  
**To:** Clint Steadham  
**Cc:** Billy Bruce  
**Subject:** Rangers  
**Attachments:** Ranger R1E 2022 Fairhope.xls

**SENT FROM AN EXTERNAL ADDRESS**

---

Clint,

Attached are several Rangers we have on order due to be built the 1<sup>st</sup> Week of August. If we order the Standard Cab, it will add about 2 more months. What do you want to do?

Craig

Craig McAdams  
Director Fleet Operations  
Stivers Ford Lincoln  
4000 Eastern Blvd  
Montgomery, AL 36116  
334-613-5000  
334-613-5046 direct  
334-613-5018 fax

## Clint Steadham

---

**From:** Clint Steadham  
**Sent:** Thursday, February 17, 2022 8:50 AM  
**To:** richard.moyer@moyerfordsales.com  
**Subject:** RE: Ranger Availability

Thank you ,Richard have a nice day!

**From:** richard.moyer@moyerfordsales.com <richard.moyer@moyerfordsales.com>  
**Sent:** Thursday, February 17, 2022 8:49 AM  
**To:** Clint Steadham <Clint.Steadham@fairhopeal.gov>  
**Subject:** Ranger Availability

### SENT FROM AN EXTERNAL ADDRESS

---

Clint,

Per our discussion, Moyer Ford does not have any Rangers available for sale at this time. We have none in stock, and any that we have in the pipeline are either already sold, or are only available for retail sale without government price concessions and discounts.

Due to the chip and materials shortages that are affecting the entire auto industry, Ford has moved to a "retail order" based allocation system, where sold retail orders are prioritized over dealer stock orders and fleet/government orders. Ford has cut off fleet ordering for several vehicle lines, but at this time they are still accepting orders for Rangers, however there may be unusual delays in getting the vehicles built and shipped. We expect this is a temporary situation, but for how long we don't know.

Richard Moyer  
Moyer Ford Sales, Inc.  
Foley, Alabama  
251-943-3515 office direct

## Clint Steadham

---

**From:** richard.moyer@moyerfordsales.com  
**Sent:** Wednesday, February 16, 2022 1:07 PM  
**To:** Clint Steadham  
**Subject:** Quote on Ford Ranger

### SENT FROM AN EXTERNAL ADDRESS

---

Clint,

At your request we are pleased to quote the following vehicle for your consideration:

New 2022 Ford Ranger 4x2 Crew Cab XL Pickup

Includes all standard equipment plus the following added options –

67F XL Power Equipment Group

4-Corner Strobe Lights

Auto Start-Stop Removal

Note: Floor Mats are not quoted as Ford does not currently offer accessory floor mats for Ranger without carpeting.

Sale Price including Ford Government Price Concessions for the City of Fairhope - \$24,299.00

Fords current estimated lead time on a Ranger order is "30+ Weeks".

Thank you for the opportunity to quote this vehicle.

Richard Moyer  
Moyer Ford Sales, Inc.  
Foley, Alabama  
251-943-3515 office direct

Missing: Xh Power Group  
4-Corner LED Strobes  
White & Amber  
Mats  

---

\$1,153.00

## Clint Steadham

---

**From:** Ryan Cole <RyanCole@SandySansingFordLincoln.cmdlr.com>  
**Sent:** Wednesday, February 16, 2022 4:07 PM  
**To:** Clint Steadham  
**Subject:** Sandy Sansing Ford Lincoln Thanks for taking my call

**SENT FROM AN EXTERNAL ADDRESS**

---

# Sandy Sansing



Clint,

Thanks for taking my call and we appreciate you considering making your next vehicle purchase with Sandy Sansing.

### *Why Sandy Sansing Ford Lincoln?*

Not only will we have the lowest price, we also keep it simple and easy. You can even go online and get most of the paperwork done before you step into the dealership. – [Click here to get started.](#)

We also have a no pressure approach with a friendly environment; our goal is to make your purchase fun and relaxed.

The is a wonderful choice and I would be happy to make you an expert in the options and equipment. With today's cars and all the available technology we want to make sure you understand what the has to offer so you not only save on the price you also only purchase what you want.

If you have any questions please give me a call or better yet come in and let me show you the vehicle.

Kindest Regards,

MIC-003093

AL

5-RDNDAL, NB, 201283, NA102

13496

320220126 5641

ULC U R AL CERT CERT TRD PART BUMP CANP BOOK EXFL ROTA

003844

1FTR4EH3

NLD11719 NB



VEHICLE DESCRIPTION

# RANGER

## NL D11719

2022 SUPERCREW 4X2 - 5' BOX  
XL 126" WHEELBASE  
2.3L ECOBOOST ENGINE  
ELEC 10-SPEED AUTO TRANS

EXTERIOR OXFORD WHITE  
INTERIOR EBONY PREMIUM CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
  - EASY FUEL CAPLESS FILLER
  - FUEL TANK - 18.0 GALLON
  - FULL SIZE SPARE TIRE/WHEEL
  - FULLY BOXED STEEL FRAME
  - GRILLE - BLACK
  - HEADLAMPS - AUTO HALOGEN
  - LOCKING TAILGATE
  - PICKUP BOX TIE DOWN HOOKS
  - RANGER FENDER BADGE
  - STEEL BUMPER, FRONT & REAR
  - TRAILER SWAY CONTROL
  - WHEEL LIP MOLDINGS
  - WIPERS - INTERMITTENT

- INTERIOR**
- 1-TOUCH UP/DOWN DRIVER WIN
  - 2ND ROW FOLD BENCH
  - CENTER console W/ARMREST, STORAGE & 2 CUPHOLDERS
  - DUAL SUNVISORS
  - LOCKING GLOVE BOX
  - POWER LOCKS AND WINDOWS
  - POWERPOINTS - 12V (2)
  - SEATS - 8-WAY DRV MAN INCL MAN LUM 6-WAY PASS MAN
  - TILT/TELESCOPE STR COLUMN
  - UNDER SEAT STORAGE
  - VINYL SOFT CONSOLE LID

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
  - CURVE CONTROL
  - ELECTRONIC PWR ASST STEER
  - FADE-TO-OFF INTERIOR LIGHT
  - FORDPASS™ CONNECT 4G/WIFI HOTSPOT TELEMATICS MODEM
  - HILL START ASSIST
  - INDEPENDENT FRONT SUSPEN
  - PRE-COLLISION ASSIST W/AEB
  - REAR VIEW CAMERA
  - REMOTE START- FORDPASS APP
  - SELECTSHIFT®

- SAFETY/SECURITY**
- ARBAGS - SAFETY CANOPY®
  - BELT-MINDER CHIME
  - CTR HIGH MOUNT STOP LAMP
  - LATCH CHILD SAFETY SYSTEM
  - MYKEY
  - SECURILOCK® ANTI-THEFT SYS
  - TIRE PRESSURE MONIT SYS

- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
  - 5YR/60,000 POWERTRAIN
  - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
<b>EQUIPMENT GROUP 101A</b>	1,135.00
-XL SERIES	
-CRUISE CONTROL	
<b>OPTIONAL EQUIPMENT/OTHER</b>	
SYNC, AM/FM RADIO & SPEAKERS	
STX APPEARANCE PACKAGE	1,095.00
17" SILVER PAINTED ALUM WHEEL	
FOG LAMPS	

PRICE INFORMATION	
BASE PRICE	\$27,500.00
TOTAL OPTIONS/OTHER	2,230.00
<b>TOTAL VEHICLE &amp; OPTIONS/OTHER</b>	<b>30,130.00</b>
DESTINATION & DELIVERY	1,295.00

### EPA DOT Fuel Economy and Environment

Gasoline Vehicle

**Fuel Economy**

**23** MPG  
combined city/hwy

21 city  
26 highway

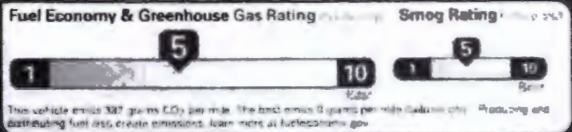
4.3 gallons per 100 miles

Standard Pickup Trucks range from 12 to 27 MPG. The best vehicle rates 142 MPG.

**You spend \$1,250**

more in fuel costs compared to the average new vehicle.

**Annual fuel cost \$1,550**



**fuelconomy.gov**

Calculate personalized estimates and compare vehicles

Smartphone QR Code

### GOVERNMENT 5-STAR SAFETY RATINGS

**Overall Vehicle Score** ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

**Frontal Crash** Driver ★ ★ ★ ★ ★ Passenger ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of a similar size and weight.

**Side Crash** Front seat ★ ★ ★ ★ ★ Rear seat ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

**Rollover** ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-327-4236

**FordPass Connect**

Download the FordPass™ app and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle alerts

**Activate 4G LTE Wi-Fi Hotspot**

- New vehicles are able to stream or download (whichever comes first) Wi-Fi data
- Connect up to ten Wi-Fi-enabled devices

The FordPass Connect™ features wireless and streaming vehicle data (app, data restrictions) to Ford. Get in-vehicle settings for connectivity options.

RA33	RA33	RAIL	24-1001 O/T 2	<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p>	<b>TOTAL MSRP \$31,425.00</b>
RA33	RA33				
<p>This label is offered pursuant to the Federal Automobile Information Disclosure Act. Gasoline, Lanes, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.</p>				<p>NA102 N RB 2X 220 003093 01 19 22</p>	

1FTR4EH3NLD11719

**WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to [www.P65Warnings.ca.gov/passenger-vehicle](http://www.P65Warnings.ca.gov/passenger-vehicle).

QR Code

More QR Codes

02/15/2022

3202201265641





# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason Jarvis

Date: 02/07/2022

Department: Meter

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 <b>NON</b> -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.	Stivers Ford	\$ 25304.00
2.	Click or tap here to enter text.	\$
3.	Click or tap here to enter text.	\$

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

### ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? 2022 Ford Ranger Truck
2. What is the total cost of the item or service? 25304.00
3. How many do you need? one
4. Item or Service Is:  New     Used     Replacement     Annual Request
5. Vendor Name (Lowest Quote): Stivers Ford
6. Vendor Number: 28732  
*If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://www.FairhopeAL.gov), Departments, Purchasing, Vendor Registration, and complete the required information.*

### BUDGET INFORMATION

1. Is it budgeted?  Yes     No     Emergency Request
2. If budgeted, what is the budgeted amount? 27000.00
3. Budget code: 50470

**Email completed form with quotes and other supporting documentation to [Cory.Pierce@FairhopeAL.gov](mailto:Cory.Pierce@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 2 of (Bid No. 016-20), Sludge Removal Services 2020 for the Sewer Department, with GreenSouth Solutions, LLC for an additional one year extension as per the terms and conditions of the original contract. The total bid proposal of \$85.00 per cubic yard, for budgeted cost of \$600,000.00.

Adopted on this 24<sup>th</sup> day of February, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Extension 2 of Bid 016-20 Sludge Removal

Project Location: WWTP

Presented to City Council: 2/24/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_  
Changed FEB 16 '22 PM 3:58  
Rejected \_\_\_\_\_ *JW*

Project Cash Requirement Requested:  
Cost: \$ 550,000.00 (\$85 per cubic yard)

Vendor: GreenSouth Solutions, LLC

Project Engineer: n/a

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

FEB 16 '22 PM 4:12  
*JW*

Department Funding This Project

General  Gas  Electric  Water  **Wastewater**  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  Manna-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed XXX   
Capitalized \_\_\_\_\_   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 004020-50405  
G/L Acct Name: Sludge Removal

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 600,000.00  
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ (50,000.00)

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments: Extension through March 8, 2023

City Council Prior Approval/Date? \_\_\_\_\_

<b>Senior Accountant</b>	<b>City Treasurer</b>	<b>Mayor</b>
Purchasing Memo Date: <u>2/16/2022</u>	Purchasing Memo Date: <u>2/16/2022</u>	Delivered To Date: <u>2/16/2022</u>
Request Approved Date: <u>2/16/2022</u>	Request Approved Date: <u>2/16/2022</u>	Approved Date: <u>2/16/2022</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



## MEMO

Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

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

From:   
Cory Pierce, Purchasing Manager

Date: February 16, 2022

Re: Request City Council to approve **Extension 2 of Bid 016-20 Sludge Removal Services 2020**

The Contract for the subject bid was executed on March 10, 2020, and awarded to **GreenSouth Solutions, LLC**. The Contract will terminate on March 10, 2022. The Water and Wastewater Superintendent, Jason Langley, requests the City exercise the option of extending the bid one additional year to March 9, 2023.

The Vendor has agreed to Extension 2, with all terms and conditions of the bid award, including pricing, remaining the same (see attached letter).

**Please place on the next City Council agenda this request to approve Extension 2 of the contract for Bid 016-20 Sludge Removal Services 2020 to GreenSouth Solutions, LLC calculated at \$85.00 per cubic yard in the original contract.**

Cc: File, Jason Langley

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

251-928-2136 (p)  
251-928-6776 (f)  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

**City of Fairhope**

**Extension 2 of Bid 016-20 Sludge Removal Services 2020**

This EXTENSION NO.1 of CONTRACT ("Extension") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, for the purpose of extending the agreement known as **Bid 016-20 Sludge Removal Services 2020**, dated **March 10, 2021**, ("Original Contract") between the **City of Fairhope** and **GreenSouth Solutions, LLC** (the "Parties").

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

**Bid 016-20 Sludge Removal Services 2020**

and will end on **March 9, 2022 at midnight**

2. The Parties agree to extend Extension 1 agreement for an additional period, which will begin immediately upon the expiration of the original time period **March 9, 2022** and will end on **March 9, 2023**.

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

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

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: **Sherry Sullivan, Mayor**

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

**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**If Corporation, Partnership, or Joint Venture**

\_\_\_\_\_  
Name of Corporation, Partnership, or Joint Venture

By: \_\_\_\_\_  
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Business Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
General Contractor's License Number

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

**NOTARY**

STATE OF \_\_\_\_\_ }

COUNTY OF \_\_\_\_\_ }

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

\_\_\_\_\_, as \_\_\_\_\_  
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of \_\_\_\_\_  
Type or Print Company Name

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

Given under my hand and Notary Seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_



February 16, 2022

Mr. Cory Pierce  
Purchasing Manager  
City of Fairhope  
555 South Section Street  
Fairhope, Alabama 36531

RE: Contract Extension Request  
Bid No. 016-20 – Sludge Removal Services

Mr. Pierce,

GreenSouth Solutions, LLC, requests that the above referenced Contract be extended for the period of one year from the expiration date of its current term. All current contract elements, pricing and terms are to remain the same for the extended term. We value our established relationship with the City and look forward to another year.

Thank you,

A handwritten signature in black ink, appearing to read 'C. E. Dunn', is written over a faint, light-colored signature line.

Cole E. Dunn  
Vice President



# **CITY OF FAIRHOPE**

and

## **GreenSouth Solutions, LLC**

# **Extension 1**

### **Bid 016-20 Sludge Removal Services 2020**

**Sherry Sullivan, Mayor  
Fairhope City Council  
Jack Burrell, Council President**

Set   1



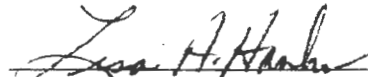
**RESOLUTION NO. 3999-21**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of Bid No. 016-20, Sludge Removal Services 2020 for the Sewer Department, with GreenSouth Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The total bid proposal of \$85.00 per cubic yard, for an estimated annual cost of \$550,000.00.

Adopted on this 22nd day of February, 2021

  
\_\_\_\_\_  
Jack Burrell, Council President

Attest:

  
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope

Extension 1 of Bid 016-20 Sludge Removal Services 2020

This EXTENSION NO.1 of CONTRACT ("Extension") is made this 5<sup>th</sup> day of March, 2021, for the purpose of extending the agreement known as **Bid 016-20 Sludge Removal Services 2020**, dated **March 10, 2021**, ("Original Contract") between the **City of Fairhope** and **GreenSouth Solutions, LLC** (the "Parties").

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

**Bid 016-20 Sludge Removal Services 2020**

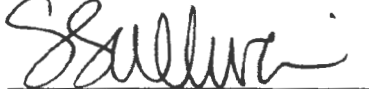
and will end on **March 10, 2021 at midnight**

2. The Parties agree to extend the Original agreement for an additional period, which will begin immediately upon the expiration of the original time period **March 10, 2021 at midnight** and will end on **March 9, 2022 at midnight**.

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

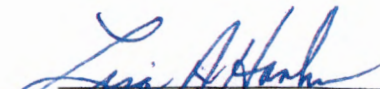
IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA



BY: Sherry Sullivan, Mayor

ATTEST:



BY: Lisa A. Hanks, MMC, City Clerk

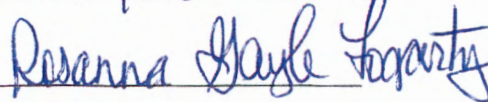
NOTARY FOR THE CITY

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this 5<sup>th</sup> day of March, 2021

Notary Public



My Commission Expires:

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

If Corporation, Partnership, or Joint Venture

GreenSouth Solutions, LLC

Name of Corporation, Partnership, or Joint Venture

By: [Signature]  
Signature of Officer Authorized to Sign Bids  
and Contracts for the Firm

Vice President

Position or Title

cole@greensouthsolutions.com

Email Address

PO Box 325

Business Mailing Address

Floral, AL 36442

City, State, Zip Code

46983

General Contractor's License Number

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

NOTARY

STATE OF Alabama }

COUNTY OF Covington }

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

Cole E. Dunn

Vice President

Type or Print Name of Bid Signer

Type or Print Bid Signer Title

Respectively, of GreenSouth Solutions, LLC

Type or Print Company Name

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

Given under my hand and Notary Seal on this 1<sup>st</sup> day of March, 2021

Notary Public

[Signature]

My Commission Expires

My Commission Expires

March 10, 2021



**GREENSOUTH**

*PO Box 325, Florala, Alabama 36442*  
*334-858-2622*  
[www.greensouthsolutions.com](http://www.greensouthsolutions.com)

February 9, 2021

Ms. Jennifer Bush  
City of Fairhope WWTP  
555 South Section Street  
Fairhope, Alabama 36532

RE: Contract Extension Request  
Bid No. 016-20 – Sludge Removal Services

Ms. Bush,

GreenSouth Solutions, LLC, requests that the above referenced Contract be extended for the period of one year from the expiration date of its current term. All current contract elements, pricing and terms are to remain the same for the extended term. We value our established relationship with the City and look forward to another year.

Thank you,

Cole E. Dunn  
Vice President

Alabama 46983

Florida CBC 260594  
CUC12252/1

Mississippi 20328

Asphalt Paving Biosolids

Water Treatment Iron Treatment Construction  
Water Treatment

Site Prep Underground Utilities

POST IN A  
CONSPICUOUS  
PLACE

# City of Fairhope, Alabama

Business License

THIS LICENSE EXPIRES 12/31/2021

License Number

2117

Business Name: GREENSOUTH SOLUTIONS

Address: OUT OF AREA

City, State Zip:



ID: 18685

Phone Number: 334-858-2622

This License is issued pursuant to Chapter 8 of the Code of Ordinances, City of Fairhope. License, or a copy thereof, must be posted in a conspicuous place where business is conducted and must be presented upon demand of any authorized City of Fairhope Officer.

Classification: Professional services not elsewhere classified - s

Date Issued: 02/01/2021



License Base: CITY LIMITS



By

  
Issuing Officer

This License is NOT Transferable - Office Copy Only

This is your Business License Receipt	<b>City of Fairhope, Alabama</b> Business License THIS LICENSE EXPIRES 12/31/2021	License Number 2117
Business Name: GREENSOUTH SOLUTIONS Address: P O BOX 325 City, State Zip: FLORALA, AL 36442		ID: 18685 Phone Number: 334-858-2622
This License is issued pursuant to Chapter 8 of the Code of Ordinances, City of Fairhope. License, or a copy thereof, must be posted in a conspicuous place where business is conducted and must be presented upon demand of any authorized City of Fairhope Officer.  Classification: Professional services not elsewhere classified - s Date Issued: 02/01/2021 License Base: CITY LIMITS  By  Issuing Officer		  ISSUANCE FEE 12.00 SCHEDULE "A" - CITY LIMITS 1,267.78  Total: 1,279.78



GREESOL-01

WNORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: SanBuck Insurance, P.O. Box 311650, Enterprise, AL 36331. CONTACT NAME, PHONE (334) 347-1977, FAX (334) 347-1664. INSURER(S) AFFORDING COVERAGE: INSURER A: Evanston Insurance (35378), INSURER B: Berkley Southeast (10804), INSURER C: THE SHEFFIELD FUND, INSURER D: Safety National Casualty Corporation (15105), INSURER E, INSURER F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (1,000,000), B AUTOMOBILE LIABILITY (1,000,000), A UMBRELLA LIAB (5,000,000), C WORKERS COMPENSATION AND EMPLOYERS LIABILITY (1,000,000), D Worker's Comp (1,000,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Primary liability limits are \$1,000,000. Excess limits are \$5,000,000, for total of \$6,000,000. Excess limits are over Contractors Pollution coverage as well. Transportation Pollution coverage is included in the Contractors Pollution coverage section. City of Fairhope is additional insured with respect to the general liability required by written contract. Waiver of subrogation applies to the general liability only as required by written contract.

CERTIFICATE HOLDER: City of Fairhope, 555 S. Section Street, Fairhope, AL 36532. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City Council approves the hiring of professional consulting firm Sawgrass Consulting, LLC for professional engineering services for athletic track and additional parking at Founder's Park project for the Parks and Recreation Department for RFQ No. PS004-22, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed amount of \$140,050.00 for this project and allow the Mayor to execute contract.

DULY ADOPTED THIS 24TH DAY OF FEBRUARY, 2022

\_\_\_\_\_  
James Reid Conyers, Jr.,  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Professional Engineering Services for an Athletic Track and Additional Parking at Founder's Park

Project Location: Founder's Park

Presented to City Council: 2/24/2022

Funding Request Sponsor: Sherry Sullivan, Mayor  
Pat White, Recreation Director

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 140,050.00 (Not-to-Exceed)

FEB 16 '22 PM 4:12  
JAW

Vendor: Sawgrass Consulting LLC

Project Engineer: n/a

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

Department Funding This Project

General  Gas  Electric  Water  Wastewater  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  NonDept/Fac-75  Debt Service-85  Marina-34  Plan/Zone-12  Adult Rec-30

Project will be

Funding Source:

Expensed \_\_\_\_\_   
Capitalized XXX   
Inventoried \_\_\_\_\_

Operating Expenses \_\_\_\_\_   
Budgeted Capital XXX   
Unfunded \_\_\_\_\_

Expense Code: 103-55940  
G/L Acct Name: Founders Competition Track

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 140,050.00  
Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ \_\_\_\_\_

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Comments:

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 2/16/2022

Purchasing Memo Date: 2/16/2022

Delivered To Date: 2/16/2022

Request Approved Date: 2/16/2022

Request Approved Date: 2/16/2022

Approved Date: 2/16/2022

Signatures: [Signature]  
Aislinn Corone

Signatures: [Signature]  
Kim Creech

Signatures: [Signature]  
Mayor Sherry Sullivan






## MEMO

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

Sherry Sullivan  
Mayor

From:   
Cory Pierce, Purchasing Manager

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

Date: February 16, 2022

Re: Approval of negotiated fees for budgeted professional services for **RFQ PS004-22 Professional Engineering Services for an Athletic Track and Additional Parking at Founder's Park**

Lisa A. Hanks, MMC  
City Clerk

The Parks and Recreation Director, Pat White, is requesting the hiring of a professional consulting firm for RFQ PS004-22, Professional Engineering Services for the Athletic Track and Additional Parking at the Founder's Park project.

Kimberly Creech  
City Treasurer

Mayor Sullivan has selected Sawgrass Consulting, LLC for this project. The estimated fee schedule is listed below.

TASK I	Topographic Survey - \$10,000.00
TASK II	Master Planning/Schematic Design - \$5,000.00
TASK III	Engineering Design - \$38,550.00
TASK IV	Preliminary Geotech - \$5,000.00
TASK V	ADEM Permitting - \$3,000.00
TASK VI	Bid Procurement - \$3,000.00
TASK VII	Construction Inspection - \$67,500.00 estimated
TASK VIII	Geotechnical Materials Testing - \$8,000.00

The negotiated Not-to-Exceed fee is One Hundred Forty Thousand Fifty Dollars (\$140,050.00) for Athletic Track and Additional Parking at Founders Park. Sawgrass has experience with athletic tracks by designing the Baldwin County High School Track in Bay Minette and retrofitting the athletic track in Daphne.

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

Please place on the Council Agenda this request for approval of negotiated not-to-exceed amount of \$140,050.00 for this project and allow the Mayor to execute a contract.

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

Cc: file; S Sullivan, Pat White



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

January 5, 2022

Mr. Pat White, Director of Parks and Recreation  
City of Fairhope  
701 Volanta Avenue  
Fairhope, AL 36532

RE: Founder's Park Athletic Track and Additional parking

Dear Pat:

Sawgrass Consulting, LLC is pleased to provide you with our proposal for Engineering Services of the proposed Athletic Track and Parking Lot at Founder's Park. As requested, we have prepared a proposal that includes survey, master planning, engineering design, preliminary geotechnical information, ADEM permitting, bid procurement, construction engineering and inspection and materials testing. If you have any questions, please do not hesitate to contact me at 251-544-7900 or on my cell 251-232-3730. We appreciate this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaye Robertson', with a long horizontal line extending to the right.

Jaye Robertson, P.E.  
Project Manager

Attachments



**AGREEMENT FOR PROFESSIONAL SERVICES**

This **Agreement for Professional Services** (hereinafter referred to as "Agreement") is entered into this 5TH day of January, 2022, between **SAWGRASS CONSULTING, LLC** (hereinafter referred to as "Sawgrass"), whose address is 30673 Sgt. E.I. "Boots" Thomas Drive Spanish Fort, Alabama 36527, and **Client**, who is identified below, for the provision of certain professional services as more particularly set forth in Section 1 (A) below and in accordance with the terms and conditions set forth herein.

Client: City of Fairhope

Client Contact Person: PAT WHITE, Director of Parks and Recreation

Client Mailing Address: P.O. Drawer 429, Fairhope, AL 36533

Telephone Number: 251-928-8003

Client Contact Email: pat.white@fairhopeal.gov

Project Name: FOUNDER'S PARK ATHLETIC TRACK AND ADDITIONAL PARKING

Sawgrass and Client, for themselves, and their respective successors and assigns, agree as follows:

- 1. SCOPE OF SERVICES
  - A. Sawgrass shall provide the following services to Client (hereinafter referred to as the "Services"): \_\_\_\_\_

See Attachment "A"

B. Specifically excluded from this scope of services is the providing of future updates, reviews, or expert opinions or witness services. If Client subsequently requires additional services not listed above, Client and Sawgrass may negotiate a separate agreement detailing the same.

- 2. COMPENSATION. Client agrees to compensate Sawgrass for the Services as follows: See Attachment "A"

**ALL OTHER TERMS OF THIS AGREEMENT CONTINUE ON PAGES 2-4 AND ARE INCORPORATED BY THIS REFERENCE.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

SAWGRASS CONSULTING, LLC

Client: City of Fairhope

By: [Signature] (Sign)

By: \_\_\_\_\_ (Sign)

Print Name: Jaye Robertson

Print Name: \_\_\_\_\_

Its: Project Manager

Its: \_\_\_\_\_

Client Rep. Initials \_\_\_\_\_

### 3. PAYMENT OF COMPENSATION.

A. Client agrees to reimburse Sawgrass, on a monthly basis, for all Reimbursable Costs and Reimbursable Expenses incurred by Sawgrass. "Reimbursable Costs" shall mean Sawgrass's reasonable out-of-pocket expenses incurred in performing the Services. "Reimbursable Fees" shall mean the actual fees charged by any professionals or other parties with whom Sawgrass may subcontract to perform any part or all of the Services, plus an administrative charge of ten percent (10%).

B. Sawgrass shall invoice Client for Services performed during each calendar month. For Services performed on a contract price basis, the amount of each invoice shall reflect the percentage of Services completed as of the date of the invoice, as determined by Sawgrass in its sole discretion. For Services performed on an hourly basis, each invoice shall list time charges. Monthly invoices shall also include all Reimbursable Costs and Reimbursable Fees for which Client is being charged.

C. Client hereby agrees to pay each invoice in full within THIRTY (30) days of the date of the invoice. Payments should be mailed or delivered to Sawgrass at the address listed on the invoice or at such other address as Sawgrass may direct. In the event Client fails to pay an invoice in full within thirty (30) days of the date thereof, such unpaid invoice shall accrue interest at a rate of the lesser of eighteen percent (18%) per annum or at the maximum legal rate. All payments shall be made without any deduction, setoff, or counterclaim of any kind whatsoever.

D. In the event Client fails to pay any Sawgrass invoice in full within forty-five (45) days of the date of the invoice, Client shall be in default hereunder.

4. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall create, or be construed to create, between Sawgrass and Client an employer/employee or principal/agent relationship; rather, the relationship of Sawgrass and Client shall be that of an independent contractor. Client agrees that Sawgrass may engage one or more subcontractors to perform some or all of the Services.

5. TERMINATION. Sawgrass may terminate the performance of any further Services under this Agreement, with or without cause and for any or no reason, upon thirty (30) days written notice to Client. Upon the effective date of such termination, Sawgrass shall cease work on all Services. Within thirty (30) days of such termination, Client shall pay Sawgrass in full for all Services performed and all Reimbursable Costs and Reimbursable Fees incurred prior to such termination. Termination by Sawgrass shall not relieve Client of any obligation to pay Sawgrass for Services already performed as required hereunder.

6. DELAY. Neither party shall be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of an obligation, other than the payment of money by Client to Sawgrass, results from any causes beyond its reasonable control and without its fault or negligence. For this purpose, such acts or events include, without limitation, storms, floods, acts of God, epidemics, protest demonstrations, war, terrorism or terrorist acts, riot, strikes, or other industrial disturbances or anticipated site conditions. In the event that such acts or events do occur, Client and Sawgrass shall attempt to overcome all difficulties arising and to resume as soon as reasonable possible the performance of their respective obligations hereunder.

7. COST ESTIMATES. Sawgrass may, upon the Client's request, prepare a good faith cost estimate for the Services prior to the commencement of their performance. However, Sawgrass does not, and Client acknowledges that Sawgrass does not, warrant that the actual costs of the Services incurred by Client will not deviate from any such cost estimate.

### 8. LIMITATION OF LIABILITY AND INDEMNIFICATION

A. Under no circumstances shall the total liability of Sawgrass, its employees, officers, managers, agents, and consultants, for all claims, causes of action, losses, damages, costs, and expenses, including attorneys' fees, exceed the aggregate amount actually paid to Sawgrass under this Agreement, regardless of the legal theory under which such liability is imposed. In no event shall Sawgrass be responsible or held liable for any indirect, incidental, special, consequential, or punitive damages whatsoever, including, without limitation, loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused.

B. Client agrees to and does hereby indemnify and hold Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses,

including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of Client, or Client's agents or employees.

C. Client acknowledges and agrees that Sawgrass is not and shall not be held responsible for or be deemed to have control over the means, methods, techniques, sequences, procedures, or safety precautions and programs utilized by any contractor or other party working on the Project. Client further acknowledges and agrees that Sawgrass shall not be responsible for any contractor's failure to comply with any construction contract or with any applicable federal or State laws, regulations, ordinances, or industry rules. Client hereby indemnifies and holds Sawgrass, its employees, officers, managers, agents, consultants, successors and assigns harmless from and against all claims, causes of action, liability, losses, damage, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent or intentional acts or omissions of any contractor or subcontractor of Client or of such contractor's or subcontractor's employees or agents.

9. **WARRANTIES AND REPRESENTATIONS OF CLIENT.** Client warrants and represents to Sawgrass that:

A. Client is a business entity, validly existing and in good standing under the laws of the state in which it is organized or incorporated and is qualified to do business in the state in which the Project is being constructed or is located.

B. Client has all requisite power and authority to enter into this Agreement.

C. Client is the owner of the real property upon which the Project is being constructed or otherwise carried out (hereinafter referred to as the "Project Property"), or Client is the Project Property owner's duly authorized representative, and Client hereby grants Sawgrass permission to enter the Project Property for the purpose of performing the Services;

D. Client shall promptly provide Sawgrass with any information or documents requested by Sawgrass related to the Project; and

E. Client shall obtain and pay all expenses involved in promptly obtaining the easements and rights of way necessary for Sawgrass to perform the Services identified herein.

10. **TITLE TO PLANS AND SPECIFICATIONS.**

A. All Final Documents, including but not limited to drawings, specifications, and surveys, prepared by Sawgrass pursuant to this Agreement which Sawgrass supplies to Client shall become the property of Client upon Client's payment in full for the Services. For purposes of this Agreement, "Final Documents" shall mean only those printed, non-electronic format documents, which are duly marked with the original seal of a Sawgrass engineer or surveyor. All other notes, work product, drafts, CADD files, electronic, or other data or documents prepared by Sawgrass shall remain Sawgrass's sole property at all times, and Client shall have no right to disclose, copy, rely on, or otherwise use the same.

B. Any Final Documents supplied to Client by Sawgrass in connection with the Project are intended for the sole and exclusive use of Client and its agents and employees for the Project. Client shall indemnify, defend, and hold Sawgrass harmless from and against all losses, expenses, claims, and damages which may result from any disclosure, use or reuse of any Final Documents other than in connection with completing construction, maintenance, and/or repair of the Project.

C. Client shall not use any Sawgrass professional's license seal or stamp in any form or manner as part of any reuse of documents developed under this Agreement.

11. **DEFAULT**

A. Either party's failure to perform or comply with any one or more of the terms of this Agreement shall constitute a default. Except for monetary defaults by Client, the non-defaulting party shall give the defaulting party notice of default, at which time the defaulting party shall have two (2) business days to begin taking steps to cure the default. In the event of monetary default by, Sawgrass shall give Client written or electronic written notice of such default, and Client shall have one (1) business day to cure the default.

B. Determination of default made by Sawgrass in good faith under the belief that a default exists under the terms hereof shall be conclusive of the fact of such default and on Sawgrass's right to proceed as herein provided.

C. In the event of default by Client, Sawgrass may, in its sole discretion, suspend its performance hereunder. In no event shall Client be relieved of any obligation to pay Sawgrass for Services already performed as required hereunder.

D. In the event of default by either party, the parties shall pursue resolution of all disputes pursuant to Section 12 below.

## 12. DISPUTE RESOLUTION

A. The parties expressly agree to attempt in good faith to negotiate any controversy or claim of whatever nature arising out of or relating to this Agreement, or the breach thereof. Further, the parties agree to mediate in Baldwin County, Alabama, any dispute that cannot be settled by negotiation. Either party may institute non-binding mediation which shall proceed under the American Arbitration Association Construction Industry Mediation Rules.

B. Any dispute remaining after completion of mediation between Sawgrass and Client (or after the mediator has declared an impasse) shall be resolved through binding arbitration, which may be initiated by either party and shall proceed under the American Arbitration Association Construction Industry Arbitration Rules in Baldwin County, Alabama. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with the applicable law in a court of competent jurisdiction as set forth below.

C. Alabama state law shall apply to the resolution of all issues, and venue shall exclusively lie in a State or Federal Court of competent jurisdiction located in Mobile, Alabama.

13. NOTICES. All notices and communications required or permitted to be given to Client or Sawgrass hereunder shall be in writing and shall be deemed duly given on the earlier of (i) the date when delivered by hand; (ii) upon receipt when delivered by electronic mail, proof of which may be satisfied by delivery confirmation produced by the sender's electronic mail software; (iii) the next business day after delivery by a reputable overnight delivery service; or (iv) three (3) business days after being placed in the United States Mail. All notices shall be directed to the appropriate party at the addresses set forth on Page 1 of this Agreement. A party may change its respective contacts, telephone numbers, addresses, and email addresses set forth above upon written notice to the other party.

14. ENTIRE AGREEMENT. This Agreement constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals. For the sake of convenience, the parties may, from time to time, issue purchase or work orders. However, the contractual terms and conditions of this Agreement may be supplemented, deleted, and/or modified only through written amendments signed by both parties, and not through purchase or work orders or any other such similar document. In the event of any conflict between this Agreement and any of the Attachments hereto, the terms of this Agreement shall control.

15. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party.

16. APPLICABLE LAW AND INTERPRETATION. All rights and liabilities of the parties under the Agreement shall be interpreted and enforced under the laws of the State of Alabama. The language used in this Agreement shall be construed according to the fair and usual meaning of the language and will not be strictly construed for or against either party.

17. WAIVER. The failure of either party to invoke any provision hereof or assert any right given herein on any one occasion or on any series of occasions shall not amount to or be interpreted as a waiver or release of any such provision or right.

18. SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If any provision of the Agreement is found unenforceable by any court or tribunal, Client and Sawgrass agree that such provision shall be modified to the minimum extent necessary to render it enforceable and that the remainder of the Subcontract shall not be otherwise affected.

19. TITLES. The titles given to the individual sections or paragraphs of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

## **Attachment A Scope of Services/Compensation**

Sawgrass will perform the scope of services described herein for the following fees:

<b>Topographic Survey</b>	<b>Lump Sum</b>	<b>\$10,000.00</b>
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Sawgrass, LLC will provide a topographic survey of the proposed improvement areas and adjacent features needed for design purposes.

<b>Master Planning / Schematic Design</b>	<b>Lump Sum</b>	<b>\$5,000.00</b>
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Sawgrass, LLC will provide a Master Plan layout for review and approval before moving to full Engineering Design.

<b>Engineering Design</b>	<b>Lump Sum</b>	<b>\$38,550.00</b>
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Sawgrass, LLC will provide a design plans, specifications and material quantities for the proposed improvements.

<b>Preliminary Geotech</b>	<b>Lump Sum</b>	<b>\$5,000.00</b>
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GeoCon Engineering and Materials Testing will provide a preliminary soils report of the proposed improvement areas for use in the design of this project.

<b>ADEM Permitting</b>	<b>Lump Sum</b>	<b>\$3,000.00</b>
------------------------	-----------------	-------------------

Sawgrass Consulting will put together the ADEM Notice of Intent documents and submit to ADEM for permit approval.

<b>Bid Procurement</b>	<b>Lump Sum</b>	<b>\$3,000.00</b>
------------------------	-----------------	-------------------

This item is for the coordination of the project advertisement, bid package and plans for contractors, tabulation of the received bids and recommendation of contractor to the Owner for awarding of the construction contract. This item also includes coordination of the contract signatures, project submittal reviews and Pre-Construction meeting between Owner, Contractor and Engineer.

<b>Construction Inspection</b>	<b>Hourly (Est.)</b>	<b>\$67,500.00</b>
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This item is for the inspection of the civil construction work in accordance with plans and specifications, tracking and tabulation of material quantities used, processing of pay request from the contractor and overall project coordination. Sawgrass estimates that there will be a total of approximately 30 weeks of civil construction for this project. The estimated fee includes part time construction inspection by Sawgrass' construction inspector and project manager.

<b>Geotechnical Materials Testing</b>	<b>Lump Sum</b>	<b>\$8,000.00</b>
---------------------------------------	-----------------	-------------------

GeoCon Engineering and Materials Testing will conduct on-call materials testing for the proposed improvements for the duration of this project.



PROJECT MANAGER	\$160.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$160.00 HOUR
PROFESSIONAL ENGINEER	\$160.00 HOUR
ENGINEER I	\$90.00 HOUR
CONSTRUCTION REPRESENTATIVE	\$90.00 HOUR
SURVEY MANAGER	\$100.00 HOUR
ONE MAN SURVEY CREW	\$110.00 HOUR
TWO MAN SURVEY CREW	\$130.00 HOUR
CADD DESIGNER	\$95.00 HOUR
CADD TECHNICIAN	\$85.00 HOUR
ADMINISTRATOR	\$100.00 HOUR
CLERICAL	\$60.00 HOUR





NUMBER	REVISION	DATE



**Sawgrass**  
 CONSULTING, LLC  
 ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT

3877 Sp. E. L. "Boat" Thomas Drive Spanish Fort, AL 36527 Phone: (251) 944-7992 Fax: (251) 976-7990

PRELIMINARY LAYOUT  
 FOUNDER'S PARK IMPROVEMENTS  
 CITY OF FAIRHOPE

SCALE:	1"=80'
DATE:	AUGUST 2020
DRAWN BY:	JHR
CHECKED BY:	JHR
SHEET:	1 OF 1

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City of Fairhope approves procurement of buying existing equipment at Quail Creek Golf Course from the original lease with Beard Equipment Company; two (2) 7700A Precision Cut Fairway Mowers, two (2) John Deere 2500B Gas Triplex Greens Mowers, one (1) John Deere 2653B 3WD Utility Mower, four (4) John Deere Gator TX Utility Vehicles, and one (1) Buffalo Turbine Blower; purchase of equipment from lease is \$100,777.89.

Adopted on this 24th day of February, 2022

\_\_\_\_\_  
Jimmy Reid Conyers, Jr.  
Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 2/16/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Lease Equipment (5 Mowers, 4 Gators, 1 Blower)

Project Location: Quail Creek Golf Course

Presented to City Council: 2/24/2022

Funding Request Sponsor: Bobby Hall, Quail Creek Golf Pro

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 100,777.89

Vendor: Beard Equipment Company

Project Engineer: n/a

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

FEB 16 2022 4:15 PM  
*JSW*

Department Funding This Project

General  Gas  Electric  Water  Wastewater  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 Services-85  Marina-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed   
Capitalized XXX   
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

Expense Code: 001550-50470  
G/L Acct Name: Purchases Vehicles & Equipment

Grant: \_\_\_\_\_ Federal - not to exceed amount  
 \_\_\_\_\_ State  
 \_\_\_\_\_ City  
 \_\_\_\_\_ Local

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

Over (Under) budget amount: \$ (24,222.11)

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

Comments:

City Council Prior Approval/Date? \_\_\_\_\_

<b>Senior Accountant</b>	<b>City Treasurer</b>	<b>Mayor</b>
Purchasing Memo Date: <u>2/16/2022</u>	Purchasing Memo Date: <u>2/16/2022</u>	Delivered To Date: <u>2/16/2022</u>
Request Approved Date: <u>2/16/2022</u>	Request Approved Date: <u>2/16/2022</u>	Approved Date: <u>2/16/2022</u>
Signatures: <i>[Signature]</i> Alvin Stone	<i>[Signature]</i> Kim Creech	<i>[Signature]</i> 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: February 16, 2022

Re: **Green Sheet and City Council Approval for Equipment at Quail Creek Golf Course**

The Quail Creek Golf Pro, Bobby Hall, is requesting procurement of two (2) 7700A Precision Cut Fairway Mowers, two (2) John Deere 2500B Gas Triplex Greens Mowers, one (1) John Deere 2653B 3WD Utility Mower, four (4) John Deere Gator TX Utility Vehicles, one (1) Buffalo Turbine Blower. This procurement will be buying existing equipment at Quail Creek Golf Course from the original lease.

This purchase of equipment from the lease will cost One Hundred Thousand Seven Hundred Seventy-Seven Dollars and Eighty-Nine Cents (\$100,777.89). This equipment will be purchased from Beard Equipment Company in Mobile, AL.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for equipment at Quail Creek Golf Course in the amount of \$100,777.89.**

CC file, Bobby Hall, Clint Steadham

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

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



**Beard Equipment Company**

2480 E. I-65 Service Road N.  
Mobile AL. 36617

Toll Free: 800-848-8563  
Fax: 251-452-2309

January 12, 2022

City of Fairhope, AL  
Quail Creek Golf Course  
550 S. Section St.  
Fairhope, AL 36532

Submitted by **Brad Rounsaville**  
Territory Manager  
Mobile 228-424-2468

**John Deere Golf Equipment Proposal**

<u>Qty.</u>	<u>Make/Model</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Unit Price</u>
2	<b>7700A Precision Cut Fairway Mower</b> 1421TC	41.6 Gross HP Three Cylinder Turbo Diesel Engine, Tier 4 Diesel Engine, eHydro Electronic Controlled, 2WD, Power Steering, 100" Cutting Width, 0.375" to 3" Height of Cut, Deluxe Seat w/ Armrests, Electric over Hydraulic Reel Lift, Tilt Steering Wheel, Backlapping Valve, <b>835 Hours and 631 Hours,</b>	<b>\$21,812.00</b>	<b>\$43,624.00</b>
	001A - US 0443 - English 1190 - 2WD Unit 1208 - QA7 Eight Blade Cutting Unit 1305 - 3 in. Grooved Front Roller 1403 - Cutting Unit Brush Only Counter Weights 9746 - Rear Roller Power Brushes 9749 - Rear Roller Power Brush Drive CTFCR - Cool Top Canopy and Fan			
2	<b>John Deere 2500B Gas Triplex Greens Mower</b> 1207TC	21 Gross HP Liquid Cooled Kawasaki Gasoline Engine, Hydrostatic Drive, Offset Reel Design, Command Arm Operator Controls, Micro-Lap Backlapping Valve, Power Steering, Adjustable Tilt Wheel, <b>1234 Hours and 1244 Hours</b>	<b>\$13,401.00</b>	<b>\$26,802.00</b>
	001A - US 1024 - Smooth Tires and Wheels 1203 - QA5 Eleven Blade Cutting Units 1300 - 2 in. Grooved Front Rollers 1490 - Counter Weight Kit 1602 - 2 in. Smooth Rear Rollers 2009 - Standard Seat 3202 - Attaching Yoke Kit with Bull Horn Basket design <b>9750 - Rear Roller Power Brush Drive</b> <b>9791 - Rear Roller Power Brushes</b> <b>9743 - Groomer Gear Drive</b> <b>9801 - DT Grooming Brush</b> BM19746 - Front Light Kit			
1	<b>John Deere 2653B 3WD Utility Mower</b> 1225TC	Yanmar 19.9 Hp Liquid Cooled Three Cylinder Diesel Engine, Hydrostatic Drive, Micro-Lap Backlapping Valve, Oil Cooler, Power Steering, 72" width of cut, <b>473 Hours,</b>	<b>\$12,890.00</b>	<b>\$12,890.00</b>
	001A - US 1145 - Turf Tires 1206 - QA7 26 in. Cutting Units 1316 - 3 in. Grooved Front Rollers 1402 - Cutting Unit Counter Weight 2009 - Standard Seat			

<u>Qty.</u>	<u>Make/Model</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extended Unit Price</u>
4	<b>John Deere Gator TX Utility Vehicle</b> 560MM	15.5 HP Kawasaki Air-Cooled Gasoline Engine, <b>Key Start</b> , Full Pressure Lubrication System, Two Rear Drive Wheels, Continuously Variable Transmission, 1000 Lbs. Total Payload, 1000 Lbs. Towing Capacity, Tilting Cargo Box , Halogen Headlights, <b>High Back Seat, 1200 - 1600 Hours</b> ,	<b>\$3,583.33</b>	<b>\$14,333.32</b>
	001A - US 1015 - Cayman Turf Tires 2017 - Adjustable Seat 3001 - Deluxe Cargo Box 3100 - Less Power Lift Option 4099 - Less Front Protection Plan 4199 - Less Rear Protection Plan BM23989 - Rear Drawbar Hitch Kit			
1	<b>Buffalo Turbine Blower KB-4</b>	Kohler Command Pro 27 Engine, Electric Start, Wireless Remote, Pull Behind, 360 degree nozzle,	<b>\$3,128.57</b>	<b>\$3,128.57</b>

**Total Equipment Cost (Less Taxes):**  
**Total Lease Payments (Less Taxes):**

**\$100,777.89**

Signature of Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

**Note 1: This quotation valid through March 31, 2022.**

**Note 2: Prices do not include applicable taxes.**

**Note 3: To initiate Equipment Purchase - indicate equipment desired, sign and date quote and fax to 251-452-2309.**

Above is our quotation for the equipment named, subject to the following conditions: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent on availability of product from manufacturer. Prices are based on costs and conditions existing on date of quotation and are subject to change without notice. Typographical errors are subject to correction. Conditions not specifically stated herein shall be governed by established trade customs.

## Schedule to Master Equipment Lease Agreement

Wells Fargo Equipment Finance, Manufacturer and Dealer Finance  
800 Walnut Street | 4th Floor | Des Moines, IA 50309



Schedule Number: 603-0201431-000  
Master Agreement Number: 603-0201431

Name and Address of Customer ("You" and "Your"):  
City Of Fairhope  
19841 Quail Creek Drive  
Fairhope, AL 36532

Billing Address:  
City of Fairhope, Alabama  
19841 Quail Creek Drive  
Fairhope, AL 36532

<b>Equipment Location: 19841 Quail Creek Drive, Fairhope, AL 36532</b>	
<b>Equipment Information:</b>	1 New 2018 John Deere 7700A PrecisionCut Mower - Fairway 1 New 2018 John Deere 7700A PrecisionCut Mower - Fairway 1 New 2018 John Deere 2500B Gas Mower - Riding Greens 1 New 2018 John Deere 2500B Gas Mower - Riding Greens 1 New 2018 John Deere 2653B PrecisionCut Mower - Rough/Trim/Surround 1 New 2018 John Deere TX Turf Gas Utility Vehicle 1 New 2018 John Deere TX Turf Gas Utility Vehicle 1 New 2018 John Deere TX Turf Gas Utility Vehicle 1 New 2018 John Deere TX Turf Gas Utility Vehicle 1 New 2018 Buffalo KB4 Blower

TERM AND PAYMENT INFORMATION			
Initial Term (Months):	Lease Payment*:	Payment Frequency:	Advance Payment*:
37	1 @ \$0.00, 36 @ \$5,624.80 (plus applicable taxes)	Monthly	N/A
Purchase Option (shall be Fair Market Value unless another option is noted): Fair Market Value			
Documentation/ Processing Fee: \$200.00			
Security Deposit: N/A			

This is a Schedule that is being entered into subject to the Master Agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby affirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Lease (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the leasing of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

- LEASE OF EQUIPMENT.** You hereby agree to lease from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.
- PURCHASE OPTION.** The above Purchase Option may be exercised by You only at the end of the Initial Term of this Lease. If you are in default under this Lease at the time You desire to exercise the above Purchase Option, You must cure such default(s) to Our satisfaction before having the right to exercise such option.
- MISCELLANEOUS.** This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms. This Lease is non-cancelable for the full Term.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF ADDITIONAL PAGE(S) OF THIS AGREEMENT AND AGREES TO THE TERMS ON ALL PAGES.

Lessor: Wells Fargo Financial Leasing, Inc.  
("We", "Us", and "Our")

Customer: City Of Fairhope

By Flanery, Michelle  
60A487EB412B4C8...  
Authorized Signer  
Title  
Date 2/11/2019

By [Signature]  
Karin Wilson, Mayor  
Title  
Date 1/29/19



# BEARD EQUIPMENT CO.



OFFICIAL  
GOLF EQUIPMENT  
& IRRIGATION  
SUPPLIER

Mills, IL  
740 East 46 Street East - 2007  
(219) 483-2222 - Fax (219) 483-2200  
(219) 483-2222

Panama, FL  
205 West 1st Street - 2024  
(904) 488-2222 - Fax (904) 488-2222  
(904) 488-2222

Forest, IL  
88 Industrial Court - 2200  
(815) 682-2222 - Fax (815) 682-2222

Ponca City, OK  
4225 North Highway 220 - 4204  
(580) 922-4044 - Fax (580) 922-4024  
(580) 922-4200

Blount, MI  
220 West 1st Street - 4022  
(228) 838-2000 - Fax (228) 838-2222  
(907) 238-8700

<b>CUSTOMER NAME, ADDRESS &amp; PHONE NUMBER</b>  Wells Fargo Financial Leasing, Inc. Paula Barkley 800 Walnut Street Des Moines, IA 50309 251-928-8003	<b>TERMS OF SALE</b>  Wells Fargo 36 Months FMV		<b>DATE</b> 01/11/19	<b>INVOICE NUMBER</b> 1112019
	<b>NOTES</b>  Sourcewell Contract #062117-DAC (PG NB CG 70)		<b>CUSTOMER NUMBER</b> 118764	<b>SALER/LEASER NUMBER</b> S232
			<b>CUSTOMER PURCHASE ORDER NUMBER</b>	
			<b>CUSTOMER TAX EXEMPT NUMBER</b>	

QTY	MAKE	MODEL	DESCRIPTION	HOURS	SERIAL NUMBER	FACTORY INVOICE DATE	STOCK #	ACCOUNT #	AMOUNT
1	John Deere	TX	4 x 2 Gator		1M0U22D10G141002	17-Dec-2018	77465	15500.00	\$ 7,168.99
1	John Deere	TX	4 x 2 Gator		1M0U22D10G141000	17-Dec-2018	77466	15500.00	\$ 7,168.99
1	John Deere	TX	4 x 2 Gator		1M0U22D10G141003	17-Dec-2018	77467	15600.00	\$ 7,168.99
1	John Deere	TX	4 x 2 Gator		1M0U22D10G140998	15-Dec-2018	77468	15500.00	\$ 7,168.99

<b>DELIVERED TO</b>	<b>COUNTY</b>	<b>CITY</b>	<b>STATE</b>	<b>OS CITY &amp; FJ</b>	<b>TAX EXEMPT</b>	<b>MACHINE WARRANTY</b>	<b>AMOUNT</b>
	Baldwin	Falhope	AL	NO	YES	Standard 1 Year Warranty	

TRADE-IN INFORMATION							TOTAL AMOUNT	AMOUNT
QTY	STOCK #	MAKE	MODEL	SERIAL #	DESCRIPTION	HOURS	AMOUNT	\$ 28,676.96
								LESS RENT TO APPLY
								LESS TRADE
								TRADE DIFFERENCE
								\$ 28,676.96
								SALES TAX
								PLUS PAYOFF
<b>PAYOFF INFORMATION</b>							<b>TOTAL</b>	<b>\$ 28,676.96</b>
QTY	BALANCED OWED TO		ACCOUNT NUMBER		AMOUNT		LESS CASH DOWN	
								BALANCE DUE
								\$ 28,676.96

ACCOUNTING TAX INFORMATION	
<b>STATE TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Alabama	
<b>COUNTY TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Baldwin	
<b>CITY TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Falhope	

DELIVERY INFORMATION			
<b>BUSINESS / JOB SITE</b>			
Quail Creek Golf Course			
<b>STREET</b>	19841 Quail Creek Drive		<b>COUNTY</b>
			Baldwin
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>	
Falhope	AL	36532	
<b>NOTES</b>			

The Warranty as described on the accompanying Purchase Order and the following applies where permitted by law. Neither seller, John Deere Industrial Equipment Company nor the manufacturer makes any other representations or warranties, whether expressed or implied (AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIAL ) or has any obligations to the Purchaser except as provided on the second page of the Purchase Order.

The Terms are as stated above in the terms of sale block. As the Purchaser, I (we), promise to pay the balance due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or Loan Agreement, for the purchase price of the equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller's name until one of the foregoing is accomplished. In the absence of the before mentioned agreements the Purchaser will consider this document as an agreement and in the event of default or breach of any agreement entered into said parties, Beard Equipment Company, Inc. may collect reasonable expenses, including but not limited to interest, attorney's fees and court costs.

\_\_\_\_\_  
Soleman Signature

\_\_\_\_\_  
Date Delivered

X  
\_\_\_\_\_  
Customer's Signature

ACCOUNTING COPY (YELLOW)





# BEARD EQUIPMENT CO.



OFFICIAL  
GOLF EQUIPMENT  
& IRRIGATION  
SUPPLIER

**Mobile, AL**  
3901 East I-65 Service Road North - 35007  
(205) 494-4800 - Fax (205) 424-3200  
(800) 540-6500

**Powdermill, FL**  
3015 West Hwy 90A South - 32004  
(904) 490-0277 - Fax (904) 490-3000  
(800) 634-6000

**Frankfort, FL**  
20 Industrial Court - 32002  
(904) 490-3207 - Fax (904) 490-3200

**Fortson, GA**  
4015 North Highway 23 - 30004  
(678) 764-4800 - Fax (678) 764-4800  
(800) 630-6200

**St. Louis, MO**  
1710 West 64th Street - 63025  
(314) 396-3000 - Fax (314) 396-3200  
(800) 294-6000

<b>CUSTOMER NAME, ADDRESS &amp; PHONE NUMBER</b>  Wells Fargo Financial Leasing, Inc. Paula Barkley 800 Walnut Street Des Moines, IA 50309 251-928-8003	<b>TERMS OF SALE</b>  Wells Fargo 36 Months FMV		<b>DATE</b> 01/11/19	<b>INVOICE NUMBER</b> 1112019
	<b>NOTES</b>  Sourcewell Contract #052117-DAC (PG NB CG 70)		<b>CUSTOMER NUMBER</b> 118764	<b>BLANKET NUMBER</b> S232
	<b>CUSTOMER PURCHASE ORDER NUMBER</b>			
	<b>CUSTOMER TAX EXEMPT NUMBER</b>			

QTY	MAKE	MODEL	DESCRIPTION	HOURS	SERIAL NUMBER	FACTORY INVOICE DATE	STOCK #	ACCOUNT #	AMOUNT
1	John Deere	7700A	Fairway Mower		1TC770AVJLR020025	27-Dec-2018	77460	15500.00	\$ 58,713.44
1	John Deere	7700A	Fairway Mower		1TC770AVPJR020023	26-Dec-2018	77461	15500.00	\$ 58,713.44
1	John Deere	2500B	Riding Greensmower		1TC250BGLJT20084	17-Dec-2018	77462	15500.00	\$ 32,139.21
1	John Deere	2500B	Riding Greensmower		1TC250BGLJT20083	12-Dec-2018	77463	15500.00	\$ 32,139.21
1	John Deere	2653B	Trim and Surrounds Mower		1TC2653TJAJT120009	3-Dec-2018	77464	15500.00	\$ 27,928.96
1	Buffalo	KB4	Blower		2B403	27-Sep-2018	77236	15300.00	\$ 7,300.00

<b>DELIVERED TO</b>	<b>COUNTY</b>	<b>CITY</b>	<b>STATE</b>	<b>ON CITY &amp; PJ</b>	<b>TAX EXEMPT</b>	<b>MACHINE WARRANTY</b>	<b>AMOUNT</b>
	Baldwin	Fairhope	AL	NO	YES	Standard 2 Year Warranty	

TRADE-IN INFORMATION							TOTAL AMOUNT	\$ 212,932.28
QTY	STOCK #	MAKE	MODEL	SERIAL #	DESCRIPTION	HOURS	AMOUNT	LESS RENT TO APPLY
								LESS TRADE
								TRADE DIFFERENCE
								SALES TAX
								PLUS PAYOFF
PAYOFF INFORMATION							TOTAL	\$ 212,932.28
QTY	BALANCED OWED TO			ACCOUNT NUMBER	AMOUNT		LESS CASH DOWN	
								BALANCE DUE
								\$ 212,932.28

ACCOUNTING TAX INFORMATION	
<b>STATE TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Alabama	
<b>COUNTY TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Baldwin	
<b>CITY TAXES COLLECTED</b>	<b>G/L ACCOUNT</b>
Fairhope	

DELIVERY INFORMATION			
<b>BUSINESS / JOB SITE</b>			
Quail Creek Golf Course			
<b>STREET</b>	19841 Quail Creek Drive		<b>COUNTY</b>
			Baldwin
<b>CITY</b>	Fairhope	<b>STATE</b>	AL
		<b>ZIP</b>	36532
<b>NOTES</b>			

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Salesman Signature

Date Delivered

X  
Customer's Signature

ACCOUNTING COPY (YELLOW)



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

11-2-2012 PM 4:00  
 JAW

**ALCOHOLIC BEVERAGE LICENSE APPLICATION**

**PLEASE PRINT**

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Jimishkumar Patel SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH India

MAILING ADDRESS 234 Silo Loop, Fairhope, AL 36532

HOME # \_\_\_\_\_ WORK # \_\_\_\_\_

CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

RESIDENCE ADDRESS 234 Silo Loop, Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 5 NO. YEARS AT PREVIOUS ADDRESS 1

PREVIOUS ADDRESS 901 Gayfer Ave, Fairhope, AL 36532

NAME AND ADDRESS OF BUSINESS S & P Convenience LLC  
859 Fairhope Ave, Fairhope, AL 36532

NAME OF CORPORATION S & P Convenience LLC

BUSINESS LOCATION 859 Fairhope Ave, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Fairhope UNDER WHAT NAME JSN Enterprise LLC

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Charlie Amin	200 Shady Ln, Fairhope	
Smita Amin	200 Shady Ln, Fairhope	
Yamini Amin	200 Shady Ln, Fairhope	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

2022/2/1  
JW

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.
- 140 - SPECIAL EVENTS LICENSE
- 160 - SPECIAL RETAIL LICENSE – More than 30 days
- 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.
- 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.
- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
- 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.
- 100 - WINE WHOLESALE LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

**I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

Jimishkumar S. Patel  
SIGNATURE (FULL NAME)

2-1-2022  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_

NOT APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

APPROVED [Signature] DATE 2/14/22  
Chief of Police

APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

\*\* The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.